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15 Albert Granillo, and Desiree Nava

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-- EASTERN DIVISION

DOLORES GRANILLO, ALBERT
GRANILLO, and DESIREE NAVA,
individually, and on behalf of a class
of similarly situated individuals,

Plaintiffs,

v.

FCA US LLC, a Delaware limited
liability company, and DOES 1-10,
inclusive,

Defendants.

Case No.: 5:15-cv-02017 VAP (DTBx)

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violations of California Consumer Legal Remedies Act
- (2) Violations of Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Warranty under the Magnuson- Moss Warranty Act
- (5) Breach of Express Warranty under Cal. Com. Code § 2313

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Dolores Granillo, Albert Granillo, and Desiree Nava (“Plaintiffs”) bring this action for themselves and on behalf of all persons in California who purchased or leased any FCA US LLC (“FCA”) vehicles equipped with FCA’s 9-speed automatic transmissions (“ZF 9HP Automatic Transmissions”) (collectively, “Class Vehicles”)¹ designed, manufactured, marketed, distributed, sold, warranted, and serviced by FCA (“Defendant”).

2. FCA designed and marketed its vehicles with the new ZF 9HP Automatic Transmissions as “a critical part of [their] strategy to meet fuel economy requirements over the next several years,”² and promising that the new transmission would deliver “numerous benefits customers will appreciate, including aggressive launches, smooth power delivery at highway speeds and improved fuel efficiency versus a six-speed automatic transmission.”³ Accordingly, FCA released the 2014 Jeep Cherokee with “the world’s first nine-speed automatic transmission for a passenger vehicle” and lauded the ZF 9HP Automatic Transmissions as a “leading-edge solution to [...] mileage and emissions objectives.”⁴

3. The ZF 9HP Automatic Transmissions was supposed to serve as a significant technological advancement from previously employed six-speed automatic transmissions due to its unique 9.8 ratio spread and computer-

¹ On information and belief, these vehicles include, but are not limited to, the following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade

² See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20 Million in Toledo Machining Plant* (April 26, 2013), <http://media.chrysler.com/newsrelease.do?id=14171&mid=2> (last visited July 8, 2015).²

^{2013).}³ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

⁴ See AutoBlog.com, *Jeep unveils 9-speed transmission for Cherokee* (Mar. 28, 2013, 2:02PM), <http://www.autoblog.com/2013/03/28/jeep-unveils-9-speed-transmission-for-cherokee/> (last visited July 8, 2015).

1 controlled shifting, which were designed together to allow for better performance
 2 and fuel economy, while maintaining the ease of use of traditional automatic
 3 transmissions.

4 4. In fact, prior to even releasing the ZF 9HP Automatic Transmission
 5 in its vehicles, FCA confirmed that it was plagued with problems. In addition to
 6 its market delay, on September 24, 2013, it was reported that FCA “was also
 7 forced to postpone” media drive events to ““further improve powertrain
 8 calibrations.””⁵

9 5. Unfortunately, FCA failed to deliver any vehicles with the ZF 9HP
 10 Automatic Transmission that lived up to the promise of a transmission that
 11 “shifts through the gears so smoothly that drivers don’t even notice most of the
 12 gear changes.”⁶ Ultimately, the Cherokee’s release, originally set for “no later
 13 than September” 2013⁷, was plagued with delays due to glitches in “the software
 14 that controls how the SUV’s nine-speed transmission interact[s] with its
 15 innovative disconnecting drivetrain.”⁸ Chrysler claimed that “[t]he company
 16 will not ship vehicles until we are fully satisfied the Cherokee meets customer
 17 expectations for performance, refinement and quality.”⁹ “Insiders say the new
 18 transmission – which is a ZF design but being built by Chrysler – isn’t shifting
 19 as smoothly as intended.”¹⁰ Sergio Marchionne, CEO of Fiat Chrysler

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 21 ⁵ See Left Lane News, *Chrysler Suspends Shift at Jeep Cherokee Plant*,
 22 (September 24, 2013, 11:06AM), www.leftlanenews.com/chrysler-suspends-shift-at-jeep-cherokee-plant.html (last visited November 19, 2015).

23 ⁶ See Drive: The ZF Magazine, Feb. 2013, at 29,
 24 http://www.zf.com/media/media/en/document/corporate_2/downloads_1/customer_magazines/drive/drive_2013_2.pdf (last visited July 8, 2015).

25 ⁷ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013, <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited July 27, 2015)).

26 ⁸ See Autoweek.com, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013), <http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch> (last visited July 8, 2015).

27 ⁹ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013, 1:08PM) <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited November 19, 2015).

28 ¹⁰ *Id.*

1 Automobiles, later admitted that the transmission lacked “mature” software at
 2 the time of release.¹¹

3 6. After multiple delays, attempted fixes and recalibrations, FCA
 4 nevertheless sold the Class Vehicles with the ZF 9H Automatic Transmission.
 5 Unfortunately for consumers, FCA knowingly rushed a product to market that
 6 was defective and has been unable to repair the Class Vehicles.

7 7. Traditional automatic transmissions use a set of gears that provides
 8 a given number of ratios. The transmission shifts gears to provide the most
 9 appropriate ratio for a given situation. Normally, that means lower gears for
 10 starting, middle gears for acceleration and passing, and higher gears for more
 11 fuel-efficient cruising. The ZF 9HP Automatic Transmission differs from
 12 traditional automatic transmissions in that it employs a 9.8 ratio spread, as
 13 opposed to 6, allowing for shorter shifts between gears, keeping the engine speed
 14 as low as possible, and contributing to greater fuel-efficiency. Additionally, the
 15 ZF 9HP Automatic Transmission borrows fuel-efficient characteristics typically
 16 seen in manual transmissions, such as “dog clutches,” which use less power to
 17 shift than the friction clutches normally utilized in automatic transmissions.
 18 However, in contrast to manual transmissions, the ZF 9HP Automatic
 19 Transmission engages the dog clutches with computer software commands from
 20 an electronic control unit in order to save space and ensure that the complex
 21 transmission actually fits inside the vehicles. An automotive journalist best
 22 explains the result of employing the software:

23 The 9HP’s software on the other hand responds by
 24 cutting power initially, then diving as far down the
 25 gear-ladder as it can, engaging the dog clutches and
 26 then reinstating your throttle command. The result is a
 27 somewhat odd delay between the pedal on the floor and

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¹¹ See *Automotive News, Another fix for Jeep’s troubled 9-speed* (Feb. 2, 2015, 12:01AM), <http://www.autonews.com/article/20150202/OEM01/302029930/another-fix-for-jeeps-troubled-9-speed> (last visited July 8, 2015).

the car taking off like a bat out of hell.¹²

8. Despite the initial skepticism towards the performance of the ZF 9HP Automatic Transmissions, Sergio Marchionne touted his confidence in the ZF 9HP Automatic Transmissions, stating that it “has all the elements that we feel are essential to our front-wheel-drive/all-wheel-drive portfolio”¹³ and that “[i]t is still the most viable solution moving forward.”¹⁴ Further, FCA’s press releases continued to praise the Cherokees’ performance with the newly equipped 9-speed transmission:

The all-new 2014 Jeep Cherokee completely redefines the mid-size SUV segment, delivering legendary Jeep 4x4 capability, improved fuel economy, superior on-road ride and handling, revolutionary design, world-class craftsmanship, clever functionality and versatility, more than 70 safety and security features and user-friendly technology. The Jeep Cherokee delivers unmatched off-road capability while not sacrificing on-road ride and handling, comfort or segment-leading features.¹⁵

And:

The 2015 Jeep Cherokee premium on-road manners and fuel efficiency are a result of a number of efforts by Jeep engineers. Powered by the choice of two new engines mated to a segment-first nine-speed automatic transmission, the all-new Cherokee delivers the power drivers appreciate on the road without sacrificing fuel

¹² See The Truth About Cars, *ZF's 9-Speed 9HP Transmission Puts Dog Clutches On The Leash* (Feb. 8, 2014), <http://www.thetruthaboutcars.com/2014/02/zfs-9-speed-9hp-transmission-puts-dog-clutches-on-the-leash/> (last visited July 8, 2015).

¹³ See Autoweek.com, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013), <http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch> (last visited July 8, 2015).

¹⁴ See *Automotive News*, *Marchionne commits to 9-speed, says technology keeps evolving* (Mar. 30, 2014), <http://www.autonews.com/article/20140330/OEM06/303319976/marchionne-commits-to-9-speed-says-technology-keeps-evolving> (last visited July 8, 2015).

¹⁵ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

1 efficiency. With highway fuel economy ratings of up to
2 31 mpg and a driving range on a tank of gasoline of
3 nearly 500 miles, the all-new 2015 Jeep Cherokee
4 delivers drivers a no-compromise ownership
experience.¹⁶

5 9. A vehicle equipped with the ZF 9HP Automatic Transmission
6 should function in a manner that the driver expects, i.e. it should start, accelerate,
7 decelerate, and stop at appropriate times while the driver operates the vehicle. In
8 practice, however, FCA's 9-speed transmission operates erratically, causing
9 numerous safety concerns.

10 10. Specifically, Plaintiffs are informed and believe, and based thereon
11 allege, that the ZF 9HP Automatic Transmission contains one or more design
12 and/or manufacturing defects in that the transmission exhibits rough, delayed, or
13 sudden shifting or failure to shift; grinding or other loud noises during shifting;
14 harsh engagement of gears; sudden or harsh accelerations/decelerations; sudden
15 loss of power; premature transmission wear; and transmission failure (the
16 "Transmission Defect").

17 11. Based on information and belief acquired through publicly available
18 information, Plaintiffs believe that the Transmission Defect stems from the
19 Transmission Control Module ("TCM") and its software.

20 12. The Transmission Defect causes unsafe conditions, including, but
21 not limited to, delayed acceleration, abrupt forward propulsion and sudden loss
22 of power, which present a safety hazard because they severely affect the driver's
23 ability to control the car's speed, acceleration, and deceleration. As an example,
24 these conditions may make it difficult to safely change lanes, make turns, merge
25 into traffic, accelerate from stop light/sign, and accelerate onto

26 27 28 ¹⁶ See Press Kit: 2015 Jeep Cherokee, *2015 Jeep Cherokee: Most Capable*
Mid-size SUV Expands Availability of Features Customers Desire for 2015
(Sept. 2, 2014),
<http://www.media.chrysler.com/newsrelease.do?id=15865&mid=426> (last
visited July 8, 2015).

1 highways/freeways because Class Members' vehicles have failed to accelerate
2 when they attempted to change lanes, turn, and/or merge onto highways.

3 13. On information and belief, Defendant's corporate officers, directors,
4 or managers knew about the Transmission Defect and failed to disclose it to
5 Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

6 14. On information and belief, the Class Vehicles utilize the same or
7 substantially identical ZF 9HP Automatic Transmissions, and the Transmission
8 Defect is the same for all Class Vehicles.

9 15. On information and belief, the Transmission Defect also causes
10 premature wear to the 9-speed transmission and other related components, which
11 may result in premature transmission failure and require expensive repairs,
12 including possible replacement of the transmission and its related components.

13 16. As a result of the Transmission Defect, FCA has issued several
14 Technical Service Bulletins ("TSBs"), as well as three transmission software
15 updates, to its dealers in the United States, acknowledging defects in the 9HP
16 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
17 around November 14, 2013, to its dealers, covering the 2014 Jeep Cherokee, and
18 informed them of the procedure to be followed in the event customers "indicate
19 that their transmission shift quality does not meet their expectations" and poor
20 shift quality is identified during "New Vehicle Preparation 'Road Test'." Further,
21 FCA issued TSB #SB-21-014-13 on or around December 19, 2013, to its dealers,
22 covering the 2014 Jeep Cherokee, and informed them that "ON SOME JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
23 EXPERIENCING INCONSISTENT AND/OR HARSH 1-2 or 2-3 UPSHIFTS."

24 17. Additionally, FCA's TSB #21-018-04 from or around May 15, 2014, which supersedes the December 2013 TSB (#SB-21-014-13) previously
25 mentioned, addressed customer complaints regarding the 2014 Jeep Cherokee
26 transmission's poor shifting and included a "five-minute software reset" and, in
27
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1 some cases, a 78-minute “adaptive drive learn” test performed by the service
2 technician to ensure appropriate shifting.¹⁷ A Chrysler spokesperson told
3 Automotive News that the software update was in response to “customer
4 feedback” and to “improve satisfaction.”¹⁸ Despite issuing three successive
5 Technical Service Bulletins and two software updates within the first six months
6 of production, Sergio Marchionne, CEO of Fiat Chrysler Automobiles, stated in
7 May 2014 that “he was not concerned about the quality of the nine-speed
8 automatic transmission.”¹⁹

18. However, consumer complaints persisted and FCA’s promises again fell short when it issued TSB #81-016-1053 on or around October 1, 2014, covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing dealers that the “TRANSMISSION MAY NOT ALLOW THE TRANSAXLE TO SHIFT GEAR DUE TO TRANSMISSION CONTROL MODULE SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers “INFORMATION REGARDING AN ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS LESS THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH SNAP RING AND TRANSMISSION.” Additionally, in or around February 2015, FCA released its third transmission software update for vehicles equipped with the ZF 9HP Automatic Transmission in response to consumer complaints reporting conditions such as “sudden lunges from unexpected downshifts, a lack of kickdown upon entering highways, front-axle vibration in low gears, and complete failures in which the transmission shifts into neutral while driving and

²⁶ ¹⁷ See Automotive News, *Jeep 9-speed needs a reset again* (May 26, 2015), <http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again> (last visited July 8, 2015).
²⁷ ¹⁸

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1 lights up the dash with warning lights.”²⁰ FCA issued TSB #21-015-15 on or
 2 around March 4, 2015, relating to above-mentioned software update.

3 19. On information and belief, consumers continued to experience
 4 problems with their vehicles despite the purported fixes, including, but not
 5 limited to: rough, delayed, or sudden shifting or failure to shift; grinding or other
 6 loud noises during shifting; harsh engagement of gears; sudden or harsh
 7 accelerations/decelerations; sudden loss of power; and premature transmission
 8 wear.

9 20. Because FCA will not notify Class Members that the ZF 9HP
 10 Automatic Transmission is defective, Plaintiffs, Class Members, and members of
 11 the general public are subjected to dangerous driving conditions that often occur
 12 without warning.

13 21. The alleged Transmission Defect was inherent in each FCA vehicle
 14 equipped with the ZF 9HP Automatic Transmission and was present in each
 15 FCA vehicle equipped with the ZF 9HP Automatic transmission at the time of
 16 sale.

17 22. FCA knew about and concealed the Transmission Defect present in
 18 every Class Vehicle, along with the attendant dangerous safety problems, from
 19 Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter. In
 20 fact, instead of repairing the defects in the ZF 9HP Automatic Transmission,
 21 FCA either refused to acknowledge the defects’ existence or performed repairs
 22 that simply masked the defects.

23 23. If Plaintiffs and Class Members had known about these defects at
 24 the time of sale or lease, Plaintiffs and Class Members would not have purchased
 25 or leased the Class Vehicles or would have paid less for them.

26 20 See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount,*
 27 *Chrysler Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015,
 28 1:55PM), <http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/> (last visited July 8, 2015).

24. As a result of their reliance on Defendant's omissions, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Transmission Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles' transmission components are substantially certain to fail before their expected useful life has run.

THE PARTIES

Plaintiffs Dolores and Albert Granillo

25. Plaintiffs Dolores and Albert Granillo (“Granillos”) are California citizens who reside in Hesperia, California.

26. On or around October 4, 2014, Granillos purchased a new 2015 Jeep Cherokee from Victorville Motors, Inc., an authorized FCA dealer in San Bernardino County. Granillos' vehicle was equipped with a ZF 9HP Automatic Transmission.

27. Granillos purchased their vehicle primarily for personal, family, or household use. FCA manufactured, sold, distributed, advertised, marketed, and warranted the vehicle.

28. Passenger safety and reliability were factors in Granillos' decision to purchase their vehicle. Prior to purchasing their vehicle, Granillos reviewed specific features and options for the Jeep Cherokee on Jeep's official website. They also test drove a Jeep Cherokee prior to their purchase.

29. Had FCA disclosed the Transmission Defect before Granillos purchased their vehicle, Granillos would have seen such disclosures and been aware of them. Indeed, FCA's omissions were material to Granillos. Like all members of the Class, Granillos would not have purchased their Class Vehicle, or would have paid less for the vehicle, had they known of the Transmission Defect.

30. After purchasing the vehicle, and within the first month of their

1 purchase, the Granillos noticed symptoms of the Transmission Defect, including
2 rough and erratic shifting and loud “clunking” noises during shifting.

3 31. On or around November 19, 2014, with approximately 1,316 miles
4 on the odometer, Granillos brought their vehicle to Victorville Motors Inc.,
5 where they purchased the vehicle, complaining that the vehicle “was not
6 shifting” and was “making a clunk nosie (sic)”. The FCA-certified service
7 technician inspected the vehicle, confirmed that the vehicle was “stuck in 4th
8 gear,” and updated the software on the powertrain control module and
9 transmission control module after referencing “star case #S1421000018.” The
10 “star case” was a reference to FCA’s Service Technical Assistance Resource
11 (“STAR”) Center, which is FCA’s engineer/technical team.

12 32. Just one month later, on or around December 11, 2014, with
13 approximately 1,780 miles on the odometer, Granillos had their vehicle towed to
14 Victorville Motors, Inc. because the transmission completely shut down on a
15 major freeway and Mrs. Granillo was forced to coast to the side of the freeway to
16 avoid an accident. The FCA-certified service technician inspected the vehicle,
17 verified Granillos’ concerns, and replaced the entire transmission. Granillos’
18 repair order states “GUEST STATES THAT SHE WAS DRIVING ON THE
19 FREEWAY AND THE VEHICLE JUST LOST ALL POWER AND STARTER
20 (SIC) CLUNKING THEN SAID SERVICE TRANSMISSION AND WOULD
21 NOT GO FASTER THAN 25 MPH GUEST STATES THAT THE VEHICLE
22 WOULD NOT GO INTO REVERSE GUEST HAD VEHICLE TOWED IN.”
23 The mechanics replaced Granillos’ transmission after referencing “star case
24 [#]142000018” and determined that no further actions were required at that
25 point.

26 33. Despite providing FCA and its authorized dealer with multiple
27 opportunities to repair their vehicle, Granillos continue to experience the
28 Transmission Defect, including, but not limited to, shuddering, rough shifting,

1 and jerking.

2 34. At all times, Granillos, like all Class Members, have driven their
3 vehicle in a foreseeable manner and in the manner in which it was intended to be
4 used.

5 **Plaintiff Desiree Nava**

6 35. Plaintiff Desiree Nava (“Nava”) is a California citizen who resides
7 in Oceanside, California.

8 36. On or around June 17, 2014, Nava purchased a new 2014 Jeep
9 Cherokee from Bob Baker Automotive Inc., d/b/a Bob Baker Chrysler Jeep
10 Dodge Ram Carlsbad, an authorized FCA dealer in San Diego County. Nava’s
11 vehicle was equipped with a ZF 9HP Automatic Transmission.

12 37. Nava purchased her vehicle primarily for personal, family, or
13 household use. FCA manufactured, sold, distributed, advertised, marketed, and
14 warranted the vehicle.

15 38. Passenger safety and reliability were factors in Nava’s decision to
16 purchase her vehicle. Prior to purchasing her vehicle, Nava reviewed the
17 Jeep.com website. Prior to purchasing, Nava also test drove the exact Jeep
18 Cherokee with the ZF 9HP Automatic Transmission that she ultimately
19 purchased.

20 39. Had FCA disclosed the Transmission Defect before Nava purchased
21 her vehicle, Nava would have seen such disclosures and been aware of them.
22 Indeed, FCA’s omissions were material to Nava. Like all members of the Class,
23 Nava would not have purchased her Class Vehicle, or would have paid less for
24 the vehicle, had she known of the Transmission Defect.

25 40. After purchasing the vehicle, and within the first nine months of her
26 purchase, Nava noticed symptoms of the Transmission Defect, including the
27 vehicle shuddering, jerking, hesitating before accelerating from a stop, and
28 jolting forward when gears actually engage.

1 41. On or around May 6, 2015, with approximately 23,332 miles on the
2 odometer, Nava brought her vehicle to Bob Baker Chrysler Jeep Dodge Ram
3 Carlsbad, an authorized FCA dealer in Carlsbad, California, complaining that the
4 vehicle was hesitating when accelerating from a stop, followed by “jerking”
5 when the vehicle actually did accelerate. The dealership failed to conduct any
6 repairs other than a software update to the powertrain control module and
7 transmission control module.

8 42. Despite providing FCA and its authorized dealer with an
9 opportunity to repair her vehicle, Nava continues to experience the Transmission
10 Defect, including, but not limited to, shuddering, vibrating, rough shifting,
11 jerking, and sudden acceleration/deceleration.

12 43. At all times, Nava, like all Class Members, has driven her vehicle in
13 a foreseeable manner and in the manner in which it was intended to be used.

14 **Defendant**

15 44. Defendant FCA US LLC is a limited liability company organized
16 and in existence under the laws of the State of Delaware and registered to do
17 business in the State of California. FCA US LLC’s Corporate Headquarters are
18 located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA US LLC
19 designs, manufactures, markets, distributes, services, repairs, sells, and leases
20 passenger vehicles, including the Class Vehicles, nationwide and in California.
21 FCA US LLC is the warrantor and distributor of the Class Vehicles in the United
22 States.

23 45. At all times relevant herein, Defendant is and has been engaged in
24 the business of designing, manufacturing, constructing, assembling, marketing,
25 distributing, and selling automobiles and other motor vehicles and motor vehicle
26 components in San Bernardino County and throughout the United States of
27 America.

28

1 JURISDICTION

2 46. This Court has jurisdiction over this action pursuant to California
3 Code of Civil Procedure § 410.10. Personal jurisdiction over FCA is proper,
4 because FCA has purposefully availed itself of the privilege of conducting
5 business activities in California, including, but not limited to, designing,
6 marketing, distributing, and/or selling Class Vehicles to Plaintiffs and
7 prospective class members.

8 47. This class action is brought pursuant to California Code of Civil
9 Procedure § 382. Plaintiffs are California residents, as are all prospective class
10 members. The monetary damages and restitution sought by Plaintiffs and the
11 prospective class members exceed the minimal jurisdiction limits of the Superior
12 Court and will be established according to proof at trial.

13 VENUE

14 48. Venue is proper in this Court pursuant to California Code of Civil
15 Procedure §§ 395, 395.5, and California Civil Code § 1780, because Plaintiff
16 Dolores Granillo resides in the County of San Bernardino, California, and the
17 acts, omissions, and contractual performance alleged herein took place in the
18 County of San Bernardino, California. Plaintiffs' Declarations, as required under
19 Cal. Civ. Code section 1780(d), which reflect that Defendant is doing business in
20 San Bernardino County, California, is filed concurrently as Exhibit 1.

21 FACTUAL ALLEGATIONS

22 49. Since 2013, FCA has designed, manufactured, distributed, sold, and
23 leased the Class Vehicles. FCA has sold, directly or indirectly, through dealers
24 and other retail outlets, thousands of Class Vehicles²¹ equipped with the ZF 9HP
25 Automatic Transmission in California.

26 50. FCA designed and marketed its vehicles with new ZF 9HP

27 21 On information and belief, these vehicles include, but are not limited to,
28 the following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and
2015 Jeep Renegade.

1 Automatic Transmissions as “a critical part of [their] strategy to meet fuel
 2 economy requirements over the next several years,”²² and promising that the new
 3 transmission would deliver “numerous benefits customers will appreciate,
 4 including aggressive launches, smooth power delivery at highway speeds and
 5 improved fuel efficiency versus a six-speed automatic transmission.”²³

6 51. In fact, prior to even releasing the ZF 9HP Automatic Transmission
 7 in its vehicles, FCA confirmed that it was plagued with problems. In addition to
 8 its market delay, on September 24, 2013, it was reported that FCA “was also
 9 forced to postpone” media drive events to ““further improve powertrain
 10 calibrations.””²⁴

11 52. Unfortunately, FCA failed to deliver any vehicles with ZF 9HP
 12 Automatic Transmissions that lived up to the promise of a transmission that
 13 “shifts through the gears so smoothly that drivers don’t even notice most of the
 14 gear changes.”²⁵ The Cherokee’s release, originally set for “no later than
 15 September” 2013,²⁶ was plagued with delays due to glitches in “the software that
 16 controls how the SUV’s nine-speed transmission interact[s] with its innovative
 17 disconnecting drivetrain.”²⁷ Chrysler claimed that “[t]he company will not ship

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 19 ²² See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20*
 20 *Million in Toledo Machining Plant* (April 26, 2013),
<http://media.chrysler.com/newsrelease.do?id=14171&mid=2>.

21 ²³ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-*
 22 *compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013),
<http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

23 ²⁴ See Left Lane News, *Chrysler Suspends Shift at Jeep Cherokee Plant*,
 24 (September 24, 2013, 11:06AM), www.leftlanenews.com/chrysler-suspends-shift-at-jeep-cherokee-plant.html (last visited November 19, 2015).

25 ²⁵ See *Drive: The ZF Magazine*, Feb. 2013, at 29, available at
http://www.zf.com/corporate/en_de/magazine/drive_magazine_zf/drive_magazine.html.

26 ²⁶ See Left Lane News, *Jeep Cherokee still waiting on transmission fix*
 27 (Oct. 11, 2013, <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited July 27, 2015).

28 ²⁷ See Autoweek, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013),
<http://autoweek.com/article/carnews/chryslerceovowsneverrepeatmistakesCherokeelaunch>.

vehicles until we are fully satisfied the Cherokee meets customer expectations for performance, refinement and quality.”²⁸ “Insiders say the new transmission – which is a ZF design but being built by Chrysler – isn’t shifting as smoothly as intended.”²⁹ Sergio Marchionne, CEO of Fiat Chrysler Automobiles, later admitted that the transmission lacked “mature” software at the time of release.³⁰

53. After multiple delays, attempted fixes and recalibrations, FCA nevertheless sold the Class Vehicles with the ZF 9H Automatic Transmission. Unfortunately for consumers, FCA knowingly rushed a product to market that was defective and has been unable to repair the Class Vehicles.

54. Beginning soon after release, through consumer complaints, dealership repair orders, and data regarding the FCA ZF 9HP Automatic Transmission, among other internal sources, Defendant knew or should have known that the Class Vehicles and the ZF 9HP Automatic Transmission contained one or more design and/or manufacturing defects that adversely affect the drivability of the Class Vehicles and cause safety hazards. Nevertheless, Defendant has actively concealed and failed to disclose this defect to Plaintiffs and Class Members at the time of purchase or lease and thereafter.

55. On information and belief, Defendant's corporate officers, directors, or managers knew about the Transmission Defect and failed to disclose it to Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

56. A vehicle equipped with the ZF 9HP Automatic Transmission should function in a manner that the driver expects, i.e. it should start, accelerate, decelerate, and stop at appropriate times while the driver operates the vehicle. In

²⁸ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013, 1:08PM) <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited November 19, 2015).

^{z9}
₃₀ *Id.*

³⁰ See *Automotive News*, *Another fix for Jeep's troubled 9-speed* (Feb. 2, 2015, 12:01AM), <http://www.autonews.com/article/20150202/OEM01/302029930/another%ADfix%ADfor%ADjeeps%ADtroubled%AD9%ADspeed5/10>.

1 practice, however, FCA's 9-speed transmission behaves erratically, causing
 2 numerous safety concerns.

3 57. Dating back to at least October 2013, FCA was aware of the defects
 4 of the ZF 9HP Automatic Transmissions. FCA, however, failed and refused to
 5 disclose these known defects to consumers. As a result of this failure, Plaintiffs
 6 and Class Members have been damaged.

7 **The Transmission Defect Poses an Unreasonable Safety Hazard**

8 58. The Transmission Defect causes unsafe conditions in the Class
 9 Vehicles, including, but not limited to, the vehicles' inability to properly respond
 10 to driver input, such as acceleration and deceleration attempts, thereby rendering
 11 the driver unable to speed up or slow down appropriately while the vehicle is in
 12 motion. These conditions present a safety hazard, because they can severely
 13 affect the driver's ability to control the car's speed, acceleration, and
 14 deceleration. For example, these conditions make it difficult to safely change
 15 lanes, appropriately accelerate from a stop, merge into traffic, or make turns.

16 59. Complaints that Class Vehicles' owners and lessees filed with the
 17 National Highway Traffic Safety Administration ("NHTSA") demonstrate that
 18 the defect is widespread and dangerous and that it manifests without warning.
 19 The complaints also indicate Defendant's awareness of the problems with the
 20 transmission and how potentially dangerous the defect is for consumers. The
 21 following is just a sampling of the over 300 safety-related complaints that
 22 describe the Transmission Defect in Class Vehicles, including, but not limited to,
 23 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade vehicles
 24 (spelling and grammar mistakes remain as found in the original) (Safecar.gov,
 25 *Search for Complaints* (July 2, 2015), <http://www-odi.nhtsa.dot.gov/complaints/>):

26 **2015 JEEP CHEROKEE**

27 a) (2015 Jeep Cherokee 6/13/2015) THE VEHICLE HAS A VERY

1 DANGEROUS HESITATION. IT DOES NOT DOWNSHIFT
2 PROPERLY WHEN TRYING TO ACCELERATE.. THIS MAKES
3 ANY LANE CHANGE, HIGHWAY APPROACH, TURN, OR
4 EMRGENCY MANUEVER EXTREMELY DANGEROUS. THIS
5 VEHICLE CAN'T BE SAFELY DRIVEN IN TRAFFIC, OR
6 TAKEN OFF ROAD AS DESIGNED. FCA HAS NOT
7 REMEDIED THE IISSUE AND HAS MADE THE VEHICLE
8 WORSE WITH THEIR LATEST UPDATES. THIS HAPPENS
9 EVERY SINGLE TIME THE VEHICLE HAS BEEN DRIVEN. IT
HAS BEEN IN THE SHOP TWICE FOR REPAIRS. THE
EXCUSE IS IT IS OPREATING AS DESIGNED. IN ESSENCE A
POOR DESIGN IS SOMTHING WE HAVE TO LIVE WITH AND
BE OKAY WITH DRIVING IN DANGER? THIS IS A SAFETY
HAZZARD THAT NEEDS TO BE INVESTIGATED BEFORE
SOMEONE DIES. THE PUBLIC SHOULD KNOW ABOUT THE
VEHICLE DANGER BEFORE THEY DECIDE TO PURCHASE
ONE

10 b) (2015 Jeep Cherokee 5/21/2015) CAR UPDATED ON 5/20/15
11 WITH LATEST TSB 21-21-15A FOR TRANSMISSION
12 CONTROL MODULE. CAR NOW SKIPS 2ND GEAR WHEN
13 DOWNSHIFTING (COASTING). ON ROLLING STOPS THE
14 CAR IS STUCK ON 3RD GEAR CAUSING LACK OF
15 ACCELERATION WHILE TRAFFIC BEHIND EXPECTS CAR
16 TO GET MOVING (HIGHWAY ENTRY RAMP). IF GAS IS
17 FLOORED CAR FINALLY REACTS AND SKIPS TO 1ST
18 CAUSING WHEELSPIN. CAR HAS SLID DURING WET
19 CONDITIONS. WITH SNOW THIS CAN BE LETHAL. CAR DID
20 NOT SKIP 2ND GEAR BEFORE TSB. DEALER ADVISED THIS
21 BEHAVIOR IS THE NEW STANDARD.

22 c) (2015 Jeep Cherokee 5/8/2015) PURCHASED A 2015 JEEP
23 CHEROKEE LATITUDE 4X4 ON 2/28/2015. STARTED
24 HAVING ISSUES WITH THE TRANSMISSION HESITATING
25 AND JERKING INTO GEAR. TOOK IT TO THE DEALERSHIP
ON 5/1/2015 AND WAS INFORMED THAT THERE IS A
COMPUTER GLITCH THAT THE MANUFACTURER IS
AWARE OF, BUT THERE IS NO FIX FOR IT. THEY SAY ITS
SAFE TO DRIVE. ON 5/7/2015 I ALMOST GOT T-BONED
BECAUSE THE TRANSMISSION WOULDN'T SHIFT PULLING
OUT OF A PARKING LOT INTO TRAFFIC. IT FINALLY
JERKED INTO GEAR BUT CONTINUED TO JERK AND
WOULD NOT GO OVER 25MPH AND MY CHECK ENGINE
LIGHT AND ERRORS CAME ON ABOUT THE START/STOP
FUNCTION. THE DEALERSHIP TOWED MY CAR AND I AM
USING A LOANER. THEY HAVE NO IDEA HOW TO FIX IT.
THE 2015 JEEP CHEROKEE'S ARE COMPLETELY UNSAFE
TO DRIVE! SPENT OVER \$30,000 ON A VEHICLE THAT I
CAN'T SAFELY DRIVE.

26 d) (2015 Jeep Cherokee 4/25/2015) JEEP PERFORMED A RECALL
27 ON TCM/PCM FOR THE 9 SPEED TRANSMISSION. NOW AT
28 LOW SPEEDS 2-5MPH IN AN INTERSECTION OR FROM A
STOP SIGN, OR SLOW DOWN ON RAILROAD TRACKS THE
CAR WILL NOT MOVE EVEN WITH THE GAS PEDAL TO

1 THE FLOOR, UP TO A 5 SECOND DELAY. WE WERE IN AN
2 INTERSECTION, THE LIGHT CHANGED AND CARS WERE
3 ONCOMING, AFTER HITTING THE GAS PEDAL THE CAR
4 JUST SAT THERE, THIS HAS HAPPENED MULTIPLE TIMES
5 AND WE WERE ALMOST HIT. TOOK IT BACK AND IT WAS
6 REPROGRAMMED. STILL HAS THE SAME DELAY, TAKING
7 IT BACK FOR THE 3RD TIME. IF YOU DO A ROLLING STOP
8 AND START OUT INTO THE INTERSECTION THE CAR
9 REFUSES TO MOVE, THE ENGINE IS RUNNING, BUT NO
10 RESPONSE FROM THE JEEP. WE ARE AFRAID WE WILL
11 GET STUCK IN AN INTERSECTION OR RAILROAD TRACK
12 AND GET KILLED! THE JEEP ONLY HAS 4000 MILES ON IT.
13 IF YOUR JEEP IS RUNNING FINE...DO NOT LET THEM
14 REPROGRAM THE TRANSMISSION!!!

15

16 e) (2015 Jeep Cherokee 3/13/2015) A FEW WEEKS AFTER I
17 PURCHASED THIS JEEP 2015 CHEROKEE, I NOTICED THAT
18 UPON DECELERATION AND BRAKING, AS THE
19 TRANSMISSION WENT FROM ONE GEAR TO A LOWER
20 GEAR, THE CAR WOULD ACCELERATE IN THE LOWER
21 GEAR, LUNGING THE CAR FORWARD. THOUGH THIS
22 HASN'T CAUSED AN ACCIDENT, I BELIEVE IT COULD IN
23 CERTAIN SITUATIONS. I HAVE TAKEN THE VEHICLE TO
24 THE CHRYSLER DEALERSHIP TWICE NOW. THE FIRST
25 TIME THEY RELOADED THE COMPUTER SOFTWARE;
26 THEY TOLD ME THAT IT HAD THE LATEST SOFTWARE,
27 BUT THEY RELOADED IT JUST TO MAKE SURE THERE
28 WERE NO ISSUES. THE PROBLEMS ACTUALLY GOT
WORSE WITH THE RELOADED SOFTWARE. THE
TRANSMISSION WILL ALSO "CLUNK" FROM TIME TO TIME
WHEN CHANGING GEARS, EVEN WHEN I AM STOPPED
AND CHANGE FROM DRIVE TO REVERSE, REVERSE TO
PARK, OR DRIVE TO PARK.

15

16 f) (2015 Jeep Cherokee 1/2/2015) LOUD NOISE FROM THE
17 ENGINE/TRANSMISSION THEN THE CAR COMPLETELY
18 SHUTS DOWN AND COMES TO A COMPLETE STOP IN THE
19 ROAD. THE CAR WILL THEN RESTART ALL SYSTEMS
20 WITH CHECK ENGINE LIGHT ON. HAS HAPPENED AND
21 BEEN TAKEN TO THE DEALERSHIP FOR REPAIRS ON
22 10/20/2014, 12/1/2014, 12/3/2014, 12/12/2014, 12/22/2014.
23 DEALERSHIP NOR CHRYSLER KNOW WHAT IS CAUSING
24 THE ISSUE AND WILL NOT DO ANYTHING EXCEPT TRY TO
25 REPAIR. I HAVE CONCERNs THAT IF THIS ISSUE HAPPENS
26 AT HIGHER SPEEDS ON INTERSTATE WHAT WOULD
27 HAPPEN.

15

16 g) (2015 Jeep Cherokee 12/8/2014) VEHICLE WAS TRAVELING
17 ON INTERSTATE HIGHWAY WHEN SERVICE
18 TRANSMISSION LIGHT CAME ON IN THE STORED
19 MESSAGES, THEN THE MALFUNCTION INDICATOR LIGHT
20 AND SERVICE ENGINE LIGHT CAME ON. WITHIN
21 MINUTES, DRIVEABILITY ISSUES BECAME APPARENT
22 WITH NO ACCELERATION AND SLIPPING GEARS/UNABLE
23 TO SHIFT INTO GEARS. ONCE THE CAR SLOWED/STOPPED,

1 THE VEHICLE WAS UNABLE TO SHIFT INTO LOWER
2 GEARS TO MOVE. THE VEHICLE HAD RECEIVED THE P56
3 RECALL TO UPDATE THE COMPUTER SOFTWARE TO THE
TRANSMISSION CONTROL MODULE ONE MONTH PRIOR
TO THIS INCIDENT.

4 h) (2015 Jeep Cherokee 12/7/2014) VEHICLE HAD DRIVEABILITY
5 ISSUES WITH TRANSMISSION SLIPPING IN LOWER GEARS.
6 CAR HAS RECEIVED THREE SOFTWARE UPDATES TO
TRANSMISSION CONTROL MODULE PRIOR TO THIS
INCIDENT.

7 2014 JEEP CHEROKEE

8 a) (2014 Jeep Cherokee 5/27/2015) THE VEHICLE FAILS TO
9 ACCELERATE PROPERLY FROM SLOW SPEEDS. THIS HAS
10 BEEN AN ONGOING PROBLEM SINCE A RECALL ("R01")
11 WAS PERFORMED ON THE TRANSMISSION. MULTIPLE
12 ATTEMPTS BY DEALERS TO IMPROVE THIS CONDITION
13 HAVE FAILED. I AM TOLD THAT THIS IS THE WAY
14 FIAT/CHRYSLER HAS DECIDED TO MAKE THESE
15 TRANSMISSIONS WORK, IN ORDER TO PREVENT FAILURE
16 DUE TO A DESIGN FLAW. THE CURRENT SOFTWARE NO
17 LONGER ALLOWS THE TRANSMISSION TO DOWNSHIFT
18 BELOW THIRD GEAR UNLESS THE VEHICLE IS
19 COMPLETELY STOPPED. THEREFORE, IF DRIVING
20 CONDITIONS REQUIRE YOU TO SLOW DOWN (TO AS SLOW
21 AS 1 MPH) AND THEN YOU NEED TO ACCELERATE, THE
22 TRANSMISSION REMAINS IN THIRD GEAR AND PROVIDES
23 LITTLE TO NO RESPONSE. IF YOU FLOOR IT, THE
24 TRANSMISSION WILL SOMETIMES, EVENTUALLY SLAM
25 INTO FIRST GEAR, BUT ONLY AFTER STRUGGLING IT'S
26 HARDEST TO ACCELERATE IN THIRD GEAR, WHICH
27 INVOLVES THE TORQUE CONVERTER ALLOWING THE
28 ENGINE TO REV, SO THAT THE RESULTING SHIFT INTO
FIRST GEAR IS EXTREMELY ROUGH AND OFTEN
ACCOMPANIED BY WHEEL SPIN. THE TRANSMISSION
WILL NO LONGER, EVER, UNDER ANY CIRCUMSTANCES,
DOWNSHIFT INTO SECOND GEAR. THE HARD JOLTS AND
WHEEL SPIN OF THE 3-1 SHIFT ARE SOMEWHAT
DANGEROUS, BUT ARE STILL BY FAR PREFERABLE TO
THE TIMES WHEN THE TRANSMISSION COMPLETELY
REFUSES TO DOWNSHIFT, AND SIMPLY LEAVES YOU A
SITTING DUCK TO APPROACHING VEHICLES. SIMPLY
PULLING INTO TRAFFIC, WHETHER IT BE ENTERING A
ROUNDABOUT, OR CHANGING LANES FROM A SLOWER
LANE TO A FASTER ONE, OR EVEN JUST MERGING, IS
ALWAYS STRESSFUL, BECAUSE WE JUST DON'T KNOW
HOW, OR EVEN IF THE VEHICLE WILL RESPOND TO
THROTTLE INPUT. THERE HAVE BEEN TIMES WHEN
OTHER VEHICLES HAVE HAD TO SLAM ON THEIR BRAKES
TO AVOID HITTING US, BECAUSE WE COULD NOT
ACCELERATE. PART OF THAT IS DUE TO THEIR
EXPECTATIONS. WHEN YOU PULL OUT, THEY EXPECT

1 YOU TO ACCELERATE AT A COMMENSURATE RATE,
2 WHEN YOU DON'T, THEY FIND THEMSELVES ON YOUR
3 BUMPER IN A HURRY. SOMEBODY WILL GET HIT

4 b) (2014 Jeep Cherokee 4/9/2015) THE PROBLEM WITH CHOPPY
5 SHIFTING WAS APPARENT AS SOON AS I PICKED UP THE
6 VEHICLE. SOON AFTER LEAVING THE DEALERSHIP,
7 MULTIPLE LIGHTS LIT UP AND THE SHIFTING WAS
8 ABRUPT AND THERE WAS A FIRE SMELL. UPON
9 RETURNING TO THE DEALERSHIP, I WAS INFORMED THAT
10 THERE WAS A SOFTWARE "GLITCH," WHICH THEY
11 REPAIRED. SINCE THEN, FOR ONE YEAR, THE CAR
12 CONTINUES TO HAVE CHOPPY AND INCONSISTENT
13 SHIFTING. IT IS A VERY TEMPERAMENTAL AND
14 DIFFICULT VEHICLE TO DRIVE. THE LATEST SOFTWARE
15 PATCH, INSTALLED ON 3/29/15 MADE SHIFTING FROM
16 START UP TO FIRST/SECOND GEAR WORSE. THE CAR IS
17 BEING RETURNED TO THE DEALERSHIP ON 4/13/15 FOR
18 FURTHER INVESTIGATION.

19 c) (2014 Jeep Cherokee 3/18/2015) WHEN ACCELERATING FROM
20 A STOP, THE TRANSMISSION EITHER GRABS AND
21 LURCHES OR IT SEEMS TO SLIP WHILE IT SEARCHES FOR
22 THE RIGHT GEAR. THE DEALER KEPT THE CAR FOR A
23 DAY AND RE-INSTALLED A SOFTWARE UPGRADE. THIS
24 DID NOT HELP. THE PROBLEM PERSISTED. WHEN WE
25 TOOK THE CAR BACK TO THE DEALER AGAIN, THEY
26 STATED THAT THE CAR IS "OPERATING AS DESIGNED"
27 AND "EVEN INSTALLING A NEW TRANSMISSION WOULD
28 NOT HELP". WE CONTACTED CHRYSLER CUSTOMER
CENTER AND EXPLAINED THE ISSUE TO THEM AND THEY
CALLED THE DEALER AND STATED THAT WE WOULD
NEED TO "LEARN TO WORK WITH THE TRANSMISSION"
AND THAT THEY HAVE TO GO WITH WHAT THE DEALER
TELLS THEM. THE CAR IS CONTINUING TO HAVE THIS
PROBLEM.

19 d) (2014 Jeep Cherokee 2/8/2015) I TOOK DELIVERY OF MY NEW
20 2014 JEEP CHEROKEE ON SEPTEMBER 16, 2014. RIGHT
21 FROM THE START I STARTED HAVING TRANSMISSION
22 ISSUES. CHRYSLER JEEP SAID THAT THEY WERE GOING
23 TO OPEN A "CASE FILE" ON THE CAR AND TO RETURN
24 THE CAR TO THE SERVICE MANAGER AT THE
25 DEALERSHIP. I TOOK THE CAR INTO THE DEALERSHIP,
26 AND EXPLAINED WHAT THE REPRESENTATIVE HAD TOLD
27 ME. THE SERVICE MANAGER SAID THAT THERE WAS NO
28 "CASE FILE" OPENED ON MY VEHICLE AND THAT
NOBODY FROM CHRYSLER JEEP HAD CONTACTED THEM.
A COUPLE WEEKS LATER I RECEIVED A CALL FROM
CHRYSLER JEEP SAYING THAT THE CASE FILE WAS
"CLOSED" BECAUSE "I FAILED TO TAKE THE CAR IN TO
THE DEALERSHIP". LAST TUESDAY (FEBRUARY 3RD)
AFTER A REALLY BAD SNOWSTORM I WAS DRIVING
HOME WHEN THE PERSON IN THE LANE NEXT TO ME
BEGAN SLIDING INTO MY LANE. I BEGAN APPLYING

1 BRAKE BUT IT WAS OBVIOUS THAT I NEEDED TO APPLY
2 POWER TO GET AHEAD OF HER. WHEN I CAME OFF THE
3 BRAKE AND APPLIED HEAVY POWER THERE WAS
4 NOTHING THERE. THE ENGINE REVVED UP BUT THE CAR
5 DIDN'T GO ANYWHERE. THEN THE VEHICLE DROPPED
6 INTO GEAR AND LURCHED REALLY BAD, AND THE BACK
7 END OF THE CAR STARTED TO SPIN AROUND ON ME. ALL
8 OF THE SUDDEN THE FRONT TIRES STARTED DIGGING IN
9 AND WHIPPED ME STRAIGHT. I WAS TOTALLY OUT OF
10 CONTROL AND IT SEEMED LIKE THE TRANSMISSION HAD
11 A MIND OF ITS OWN. LUCKILY I DIDN'T HIT ANYTHING
12 BUT DID END UP IN A PARKING LOT. AFTER SITTING FOR
13 A SECOND (AND THE PERSON WHO ALMOST STRUCK ME
14 STOPPED TO SEE IF I WAS OK), I PUT THE CAR BACK IN
15 GEAR AND DROVE BACK OUT ONTO THE STREET AND
16 IMMEDIATELY A "4-WHEEL DRIVE NOT AVAILABLE"
17 ERROR MESSAGE CAME ON. THIS CAR IS DANGEROUS.
18 CHRYSLER JEEP HAS SHOWN ONLY SUPERFICIAL
19 INTEREST IN FIXING THE PROBLEM. IT SHOULDN'T BE
20 DRIVEN ON SNOWY ROADS. I HOPE THAT SOMEONE WITH
21 THE AUTHORITY TO DO SOMETHING CAN ADDRESS THIS
22 MAJOR ISSUE BEFORE PEOPLE START GETTING KILLED.
23 THIS IS BEYOND A "LEMON" ISSUE. *TR

- 24 e) (2014 Jeep Cherokee 1/5/2015) WHILE DRIVING ON FLAT
25 TERRAIN AT A CONSTANT HIGHWAY SPEED THE CAR
26 SUDDENLY DECELERATED FOR A FEW SECONDS WITH
27 THE TACHOMETER NEEDLE SWAYING BACK AND FORTH
28 AND THEN RETURNED TO NORMAL OPERATION. THIS
REOCCURRED 5 MINUTES LATER. THE DEALER
INDICATED THAT IT WAS A TRANSMISSION SOFTWARE
PROBLEM AND LOADED THE LATEST SOFTWARE
RELEASE. TWO WEEKS LATER THE PROBLEM OCCURRED
AGAIN.
- 24 f) (2014 Jeep Cherokee 12/15/2014) [...] THE CAR NOW BEGAN
25 TO SHIFT VERY IRRATICALLY. IT WOULD UP SHIFT VERY
26 FAST ACCELERATE WHEN MY FOOT WAS NOT ON THE
27 GAS. WHEN COMING TO A STOP IT WOULD DOWN SHIFT
28 SO HARD. WHEN I BROUGHT THE CAR BACK TO THE
DEALER, (NOW WITH 700 MILES ON IT) THEY TOLD ME
THEY WERE REPLACING THE ENTIRE TRANSMISSION.
THEY HAVE HAD THE CAR FOR 3 WEEKS TOTAL. FINALLY
PICKED UP THE CAR LAST WEEK. WHEN I GOT INTO THE
CAR THE ODOMETER READY 6000 MILES! I DROPPED IT
OFF WITH 700. I TOLD HIM FOR THE 3RD TIME THAT I DID
NOT WANT IT. [...].
- 24 g) (2014 Jeep Cherokee 12/4/2014) WHILE TRAVELING AT 45
25 MILES PER HOUR, THE TRANSMISSION MAKE A "THUNK"
26 AND STOPPED WORKING. I HAD NO POWER WHEN
27 PUSHING ON THE GAS PEDAL. I HAD TO FIND A WAY TO
28 SAFELY PULL OFF THE ROAD. THIS IS THE FOURTH
INCIDENT WITH THE TRANSMISSION BUT THE FIRST ONE
THAT OCCURRED WHILE ACTUALLY DRIVING THE

1 VEHICLE. CHRYSLER HAD JUST REPLACED THE VALVE
 2 BODY OF THE TRANSMISSION 10 DAYS PRIOR TO THE
 3 NOV. 30 INCIDENT AND PRIOR TO THAT "FLASHED" THE
 4 TRANSMISSION SOFTWARE. I WAS TOLD ALL OF THESE
 5 "FIXES" WOULD WORK. THEY ARE NOW REPLACING THE
 6 ENTIRE TRANSMISSION. THIS IS A SAFETY ISSUE AND I
 7 HAVE NO CONFIDENCE THAT THE "NEW" TRANSMISSION
 8 BEING PUT IN MY JEEP WILL RESOLVE THE PROBLEM.
 9

10 h) (2014 Jeep Cherokee 11/10/2014) I PURCHASED A 2014 JEEP
 11 CHEROKEE , AT APPROX.340 MILES MY TRANSMISSION
 12 FAILED GOING THROUGH A VERY BUSY INTERSECTION . I
 13 HAD A LOSS OF POWER ,THE DASH STARTED FLASHING
 14 SERVICE TRANSMISSION ,STABILITY TRACK WARNING
 15 CAME ON AND ON SHIFT PANEL THE LIGHT NEXT TO
 16 DRIVE WAS FLASHING , ACCELERATOR WAS MUSHY.
 17 ROLLED TO SIDE OF ROAD WHERE SAFE , PUT CAR IN
 18 PARK , CALLED FOR HELP. AFTER IN PARK FOR A FEW
 19 MINUTES TRIED TO ENGAGE DRIVE AND IT WORK , BUT
 20 CAR HAD TOO MUCH POWER AND WAS OVER REVING .
 21 DEALERSHIP HAD IT TOWED , AND SEEMED TO FIX ISSUE.
 22 THEN AGAIN AT 1341 MILES I HAD SAME ISSUE BUT WAS
 23 NOT ABLE TO DRIVE IT BUT THIS TIME I WAS ALMOST
 24 HIT BY A LARGE TRACTOR WHO DIDN'T REALIZE I LOST
 25 POWER , I HAVE A SMALL CHILD THAT IS NOT EVEN TWO
 26 YEARS OLD YET IN THE CAR!!!!!!! . AT THIS POINT
 27 DEALERSHIP IS WORKING ON IT AND REPLACING THE
 28 TRANSMISSION MODULAR , BUT VERY WARY OF
 KEEPING THIS VEHICLE , HAVE A FEW TRIPS SCHUEDULE
 VERY VERY SOON AND DO NOT WANT TO BE OUT OF
 CELL PHONE RANGE AND HAVE SAME ISSUE, OR WORSE
 YET HAVE A TRAGIC ACCIDENT .

17 i) (2014 Jeep Cherokee 10/14/2014) I HAD MULTIPLE CASES OF
 18 THE CAR NOT MOVING IN THE MORNING (ENGINE IS
 19 FINE). IT FELT AS IF A CLUTCH WAS SLIPPING. THE FIRST
 20 2 TIMES THE DEALER COULDNT REPRODUCE THE
 21 PROBLEM. THE 3RD TIME HE REPRODUCED THE PROBLEM
 22 - AND REPLACED THE TRANSMISSION VALVE-BODY AND
 23 PERFORMED ADAPTIVE LEARNING. THIS TOOK NEARLY 2
 24 WEEKS. A WEEK LATER - THE TRANSMISSION FAILED
 25 NEAR THE SUMMIT OF MT. WASHINGTON NH. MY WIFE
 26 WAS DRIVING AND SHE FELT THAT THE CAR HAD NO
 27 POWER - THE GEAR WAS IN MANUAL, 1ST GEAR. I
 28 TURNED THE CAR BACK DOWN AND STARTED
 DESCENDING. THERE SEEMED TO BE NO ENGINE
 BRAKING AND THE BRAKES STARTED TO SMOKE AND
 LOOSE GRIP. I HAD TO STOP NUMEROUS TIMES TO LET
 THE BRAKES COOL. THE CAR IS BACK AT THE DEALERS.
 THEY HAVE BEEN ABLE TO REPRODUCE THE PROBLEM -
 CHRYSLER ADVISED THEM TO PUT GREASE ON A
 CONNECTOR AND DRIVE THE CAR A BIT. IF THE
 PROBLEM DOESN'T REPEAT - THEY WANT TO RETURN
 THE CAR TO ME AS IS. CHRYSLER'S INCOMPETENCE WILL
 GET SOMEONE KILLED - THIS COULD HAPPEN CROSSING

A RAILWAY, TURNING LEFT AT A TRAFFIC LIGHT, OR GOING DOWN A LONG DESCENT

j) (2014 Jeep Cherokee 8/26/2014) I WAS DRIVING WITH MY TWO YOUNG CHILDREN THROUGH TOWN. WE WERE TURNING LEFT ON A BUSY CITY STREET WHEN MY VEHICLE WOULD NOT ACCELERATE AND WAS ONLY ABLE TO CREEP THROUGH THE INTERSECTION AT LESS THAN 5 MPH. WE WERE NEARLY T-BONED ON THE SIDE WHERE MY 4 YR OLD CHILD WAS SEATED. THE SERVICE TRANSMISSION MESSAGE LIGHT CAME ON AND CAR BECAME INOPERABLE! IT HAD TO BE TOWED TO THE DEALERSHIP. DEALERSHIP HAD TO COMPLETELY REPLACE TRANSMISSION. THEY OUTRIGHT LIED AND DENIED ANY KNOWLEDGE OF TRANSMISSION ISSUES WITH THIS VEHICLE. IN CONJUNCTION, THEY COULD AND DID NOT ANSWER ANY QUESTIONS REGARDING THE NEW TRANSMISSION AND IF IT WAS ANY DIFFERENT THAN THE ONE THAT FAILED. TO TOP IT OFF MY CAR WAS RETURNED TO ME WITH SEVERAL NEW SCRATCHES, AN EXTRA PART LEFT UNDER THE HOOD, AND A BROKEN HOOD LATCH. I DROVE THE VEHICLE HOME ON A HIGHWAY IN THIS CONDITION AND THANK GOODNESS THE HOOD DID NOT FLY OPEN. THIS ISSUE WITH THE TRANSMISSION IS DEADLY! SOMEONE WILL BE SERIOUSLY HURT OR KILLED BECAUSE OF THIS DEFECT! PLEASE DO NOT PURCHASE THIS CAR. *TR

k) (2014 Jeep Cherokee 8/14/2014) 2014 JEEP CHEROKEE LIMITED, 6 CYLINDER, PURCHASED ON APRIL 21, 2014 WITH 321 MILES ON IT. THERE WAS A SLIGHT SHIMMY IN THE FRONT END THAT THEY TOLD US WAS A FLAT SPOT IN THE TIRE THAT WOULD WORK ITSELF OUT AND THE TRANSMISSION WOULD HAVE TO "LEARN" MY WAY OF DRIVING. ON MAY 30, TT 2217 MILES I BROUGHT THE VEHICLE BACK TO THE DEALER FOR HESITATION IN THE TRANSMISSION AND SHUTTERING AND GRINDING IN THE FRONT END. THE JEEP HAS BEEN BACK TO THE DEALER 6 TIMES FOR SHUTTERING AND GRINDING IN THE FRONT END WHEN PROCEEDING FROM STOP OR LOW SPEED AFTER BEING ON THE HIGHWAY AT A CONSTANT SPEED FOR SEVERAL MILES. SHUTTERING CAN HAPPEN WHEN TURNING OR GOING STRAIGHT. I HAVE ALSO REPORTED SEVERAL TRANSMISSION ISSUES TO THEM WITH THE CARS INABILITY TO DOWNSHIFT GOING UP A HILL AND OR TO UP SHIFT WHEN COASTING DOWN HILLS. AT ONE TIME AS I WAS ENTERING THE HIGHWAY, I TRIED TO ACCELERATE TO 55 AND THE CAR WOULD NOT GO OVER 30 MPH. I'M GLAD THERE WERE TWO LANES OR I WOULD HAVE BEEN REAR ENDED. CAR WAS VERY JERKY WHEN PROCEEDING FROM A STOP AND WOULD OFTEN SUDDENLY JERK FORWARD AFTER A HESITATION TO EVEN MOVE. CAR HAS BEEN REPROGRAMMED 3 TIMES, HAD A NEW VALVE BODY INSTALLED, A NEW TRANSMISSION INSTALLED AND TWO NEW AXLES

1 INSTALLED TWO DAYS AFTER THE AXLES WERE
2 INSTALLED THE SHUTTERING AND HESITATION IN
3 TRANSMISSION STARTED AGAIN. DEALER HAS FAILED
4 TO GET BACK TO ME. *TR

5 1) (2014 Jeep Cherokee 7/17/2014) WHEN WE BOUGHT THE 2014
6 JEEP CHEROKEE IT WAS NEW. THERE WAS NO ISSUE
7 WITH THE TRANSMISSION UNTIL WE HAD OWNED IT FOR
8 ABOUT A MONTH. THEN IT STARTED HAVING A ROUGH
9 SHIMMY AS IT SEARCHED FOR THE CORRECT GEAR
10 GOING FROM 0 TO 10 MPH AND THEN 10 TO 20 MPH. ONCE
11 IT REACHES ABOUT 25 MILES PER HOUR THERE IS NO
12 ISSUE WITH THE SHIFTING. WE HAVE HAD IT BACK TO
13 THE DEALERSHIP 3 TIMES. EACH TIME THEY SAID IT WAS
14 FIXED, BUT UPON LEAVING THE LOT, IT DID THE SAME
15 THING I HAD TAKEN IT IN FOR TO BEGIN WITH. WITH
16 JEEP'S UPDATE, WE NOW HAVE A LONG PAUSE GOING UP
17 HILL BEFORE IT GIVES A ROUGH SHIFT AT ABOUT 5 MPH
18 AND THEN CONTINUES TO SHIMMY AT 10 TO 20 MPH. I
19 WAS TOLD ON THE THIRD VISIT THEY WOULD SUBMIT A
20 REPORT TO THE MANUFACTURER TO SEE WHAT THE
NEXT STEP SHOULD BE TO FIX THE JEEP SINCE THE
UPDATES DID NOT WORK. HOWEVER, THEY TRIED THE
SAME THING AGAIN AND SAID THEY THOUGHT IT WAS
FIXED, BUT IT WASN'T. UPON COMPLETION OF THE
SECOND VISIT I WAS TOLD IT NEEDED TO GET USE TO MY
DRIVING PATTERN? WHAT EXACTLY DOES THAT MEAN?
WHAT IF MORE THAN ONE OF US DRIVE THE VEHICLE? I
AM GETTING THE RUN-AROUND FROM JEEP ON A
PRODUCT THEY SHOULDN'T HAVE SOLD ME IN THE FIRST
PLACE. EVERYTHING I READ PRIOR TO THE PURCHASE
RAVED ABOUT THE 9 SPEED TRANSMISSION.
UNFORTUNATELY, THAT WAS INCORRECT SINCE THE
TRANSMISSIONS IN THE 2014 JEEP CHEROKEES ALL HAVE
THE SAME ISSUE AND JEEP DOESN'T REALLY KNOW HOW
TO FIX THEM. I BELIEVE I NEED A NEW TRANSMISSION;
BUT WILL HAVE TO FORCE JEEP TO DO IT AND HOPE IT
WORKS. MY TIME IS WORK SOMETHING - JUST FIX IT. IT'S
A LEMON IN MY OPINION. *TR

21 m) (2014 Jeep Cherokee 7/16/2014) ERRATIC SHIFTING, BOTH
22 UPSHIFTING AND DOWNSHIFTING. CAUSES CAR TO JERK
23 FORWARD WHEN DOWN AND UP SHIFTING. CAR CAME TO
24 A COMPLETE STOPPED THEN LUNGED FORWARD
25 CAUSING ME TO BUMP INTO ANOTHER CAR. THE CAR
26 DOWN SHIFTED THEN FELT LIKE IT WAS IN NEUTRAL
27 THEN JUMPED INTO GEAR AGAIN AND JUMPED
28 FORWARD. THIS CAR HAS LESS THAN 4000 MILES ON IT
NOW AND HAS BEEN IN THE SHOP TWICE TO ADDRESS
THIS ISSUE SINCE WE HAD IT, BUT THE ISSUE STILL
EXIST. I AM DEEPLY WORRIED ABOUT THIS SINCE MY
WIFE IS AFRAID TO DRIVE THE CAR AT TIMES NOW. IT'S
NOT CLEAR WHAT CHRYSLER WAS THINKING WHEN
THEY RELEASED VEHICLES WITH FAULTY
TRANSMISSIONS. NOT ONLY IS THIS A SAFETY ISSUE,

1 THIS PROBLEM ALSO DEVALUES THE CAR. WHO WOULD
 2 WANT TO PURCHASE OR ACCEPT THIS CAR AS A TRADE-
 3 IN WITH A KNOWN TRANSMISSION PROBLEM? *TR

- 4 n) (2014 Jeep Cherokee 7/4/2014) WHILE SITTING ON AN
 5 INCLINE AT A STOP LIGHT, OUR BRAND NEW 2014 JEEP
 6 CHEROKEE THAT HAD ONLY BOUGHT 2 DAYS BEFORE
 7 SHIFTED IN TO NEUTRAL ON ITS OWN AND ROLLED
 8 BACKWARDS WHEN THE GAS WAS PRESSED. WE HAD TO
 9 SHIFT THE TRANSMISSION INTO MANUAL AND BACK TO
 10 AUTO SEVERAL TIMES TO GET THE GEARS TO CATCH.
 11 LUCKILY NO ONE WAS INJURED AND WE DID NOT ROLL
 12 BACKWARDS INTO TRAFFIC. AFTER THAT INCIDENT THE
 13 TRANSMISSION WAS SLUGGISH AND WOULD NOT SHIFT
 14 GEARS PROPERLY. *TR
- 15 o) (2014 Jeep Cherokee 6/30/2014) I HAVE FILED A COMPLAINT
 16 HERE REGARDING TRANSMISSION WOBBLE/ SHUDDER IN
 17 SECOND GEAR THAT STARTED AT ABOUT 2000 MILES
 18 PRIOR TO MY SECOND ISSUE I AM HAVING NOW. MY
 19 CHEROKEE VEHICLE NOW SHUDDERS ALL THE TIME AND
 20 IT HAS JUST DEVELOPED A LAG IN ACCELERATION.I FEEL
 21 LIKE IT IS THE TRANSMISSION CAUSING BOTH
 22 PROBLEMS. THE DELAY IN ACCELERATION IS PRESENT
 23 DEPENDING ON THE GEAR AND SPEED THAT THE
 24 VEHICLE MAY BE IN. THE DELAY HAS HAPPENED WHEN
 25 TRYING TO PULL OUT ONTO HIGHWAY ONLY TO HAVE
 26 VEHICLE PAUSE FOR AT LEAST A SECOND MAYBE TWO
 27 BEFORE IT FINALLY WILL ACCELERATE, ALLOWING
 28 TRAFFIC BEHIND ME AT HIGHWAY SPEEDS TO HAVE TO
 29 AVOID MY VEHICLE BECAUSE OF THIS DELAY,THIS HAS
 30 HAPPENED SEVERAL TIMES.HAD TRANS FLASH DONE
 31 PRIOR AT DEALER AND DID NOTHING TO FIX THE
 32 WOBBLE/SHUDDER.HAD SHUDDER DOCUMENTED WHILE
 33 I DROVE VEHICLE WITH DEALER TECH IN CAR.CHRYSLER
 34 NOW TOLD THE DEALERSHIP THAT THIS SHUDDER IS A
 35 CHARACTERISTIC DESIGN OF VEHICLE AND THAT I
 36 SHOULD ACCEPT THIS AND NOTHING'S WRONG,THIS IS
 37 NOT ACCEPTABLE,THE DELAY AND SHUDDER ARE
 38 DANGEROUS AND DISTRACTING WHILE DRIVING AND
 39 WILL AFFECT RESALE VALUE. I HAD THE SHUDDER
 40 DOCUMENTED BY A A.S.E CERTIFIED TECHNICIAN THAT
 41 SAID TO BRING BACK TO DEALER FOR FURTHER
 42 DIAGNOSTIC.A DIFFERENT DEALER RECOMMENDED TO
 43 DRIVE FOR ANOTHER 1000 MILES AND SEE IF IT GOES
 44 AWAY,THIS WILL BE THE 5TH TIME VEHICLE HAS BEEN
 45 AT THE DEALERSHIP.I BELIEVE CHRYSLER JEEP HAS NO
 46 FIX FOR THIS,AND ARE BEHIND EVASIVE AND
 47 DISHONEST CONCERNING THESE COMPLAINTS,AS OTHER
 48 OWNERS HAVE HAD TRANSMISSIONS AND AXELS
 49 REPLACED AND STILL HAVE THE SHUDDER AND OR
 50 DELAY. THANK YOU. *TR
- 51 p) (2014 Jeep Cherokee 6/30/2014) THE VEHICLE FROM THE
 52 TIME WE PURCHASED IT FROM THE DEALER HAS HAD A

1 TRANSMISSION SHIFTING PROBLEM. THE PROBLEM
2 SHIFTING HAPPENS BETWEEN 1ST AND 2ND GEAR AND
3 ALSO WHEN YOU GO TO STOP. RECENTLY WHILE
4 DRIVING THE TRANSMISSION SEEMED TO SLIP AND THE
5 VEHICLE WAS NOT ENGAGED CAUSING US TO PULL OVER
6 TO THE SIDE OF THE ROAD. THE ENGINE WAS REVING
7 BUT THE TRANSMISSION WAS NO LONGER ENGAGED.
8 VEHICLE WAS TURNED OFF AND RESTARTED WHICH WE
9 THEN PUT THE CAR IN DRIVE AND MOVED ONTO THE
10 ROADWAY AGAIN. I HAVE BROUGHT THE VEHICLE TO
11 THE DEALER FOR THIS TWICE BEFORE. ON THE FIRST
12 VISIT THE DEALERSHIP SAID TO JUST DRIVE IT AND IT
13 WILL SMOOTH OUT. ON THE SECOND VISIT THE
14 DEALERSHIP GAVE US THE FIRST SOFTWARE UPDATE
15 WHICH WAS DONE IN APRIL OF THIS YEAR, BUT IT ONLY
16 LASTED AROUND A MONTH OR TWO. THE PROBLEM IS
17 BACK AGAIN AND I HAVE MADE ANOTHER
18 APPOINTMENT TO BRING IT IN ON THURSDAY, JULY 3RD
19 FOR ANOTHER SOFTWARE UPDATE. *TR

20

- 21 q) (2014 Jeep Cherokee 6/9/2014) THIS CAR HAS BEEN LOOKED
22 AT BY CHRYSLER GROUP LLC FOR
23 STEERING/TRANSMISSION ISSUES 4 TIMES SINCE MARCH
24 22,2014. THERE HAS BEEN TWO SOFTWARE UPDATES
25 THAT HAVE NOT CORRECTED THE PROBLEM. THERE IS A
26 SAFETY ISSUE DRIVING THE VEHICLE THAT NEEDS TO BE
27 ADDRESSED BEFORE SOMEONE GETS REALLY HURT OR
28 KILLED. *TR
- 20 r) (2014 Jeep Cherokee 5/30/2014) FOUR WHEEL DRIVE
21 SELECTION SYSTEM WAS TOTALLY INOPERATIVE. NINE
22 SPEED AUTOMATIC TRANSMISSION DOES NOT SHIFT
23 INTO 9TH GEAR AUTOMATICALLY. IN MANUAL SHIFT
24 MODE 9TH GEAR IS SELECTED AND TACH DOES NOT
25 DROP TO INDICATE HIGHER GEAR RATIO. SOFTWARE
26 WAS UPDATED BUT STILL SAME PROBLEM - #RRT14-040 -
27 WAS FLASHED TWICE BUT NO DIFFERENCE. CODE
28 READER SHOWS SAME PROBLEM EVEN WHEN UPDATE
WAS COMPLETED. *TR
- 20 s) (2014 Jeep Cherokee 5/3/2014) SINCE A COMPUTER UPDATE
21 TO MY 9 SPEED TRANSMISSION, THE VEHICLE HAS A
22 SIGNIFICANT WOBBLE IN THE FRONT WHEELS - LEFT TO
23 RIGHT - WHEN THE AUTOMATIC TRANSMISSION SHIFT
24 BETWEEN 1ST, 2ND AND 3RD GEARS. IT FEELS AS IF THE
25 POWER TRANSFER IS CONFUSED AND FIGHTING
26 BETWEEN SENDING POWER TO THE FRONT LEFT AND
27 RIGHT WHEELS. IT IS SIGNIFICANT ENOUGH THAT IT IS
28 FELT IN THE STEERING WHEEL, FEET, LEGS AND SEAT OF
THE DRIVER AND THE PASSENGER FEELS THE WOBBLE
ALSO IN THE FLOOR AND SEAT. I DO HAVE A FEAR OF
THE ELECTRONICS AND COMPUTER CONTROLS SINCE
THIS IS A DEFECT WHICH CAN CAUSE A COMPUTER
MALFUNCTION WHILE DRIVING THE VEHICLE. IT IS AN
IMPORTANT SAFETY CONCERN FOR BOTH THE VEHICLE

OCCUPANTS AND OTHER DRIVERS AROUND THE VEHICLE. *TR

(2014 Jeep Cherokee 4/6/2014) DRIVING ALONG AT 30 WHEN FIRST THE ENGINE LIGHT CAME ON, THEN IMMEDIATELY AFTER THE DISPLAY SAID TRANSMISSION AND THE DISPLAY WAS LIGHTING UP WITH ALL SORTS OF SYMBOLS. THE TRANSMISSION COMPLETELY DISENGAGED AND THE CAR COASTED TO A STOP. IT WOULD NOT MOVE. FORTUNATELY WHEN I FELT IT LOSING POWER I WAS ABLE TO MAKE A QUICK TURN INTO A STORE PARKING LOT. HAD THAT HAPPENED ON THE HIGHWAY I COULD HAVE BEEN KILLED BECAUSE THE CAR JUST TOTALLY LOST ALL MOTION AS I WAS DRIVING. I TURNED IT COMPLETELY OFF FOR A FEW MINUTES AND IT STARTED BUT WITH THE ENGINE LIGHT SHOWING. I CALLED THE DEALERSHIP KELLY JEEP CHRYSLER IN LYNNFIELD AND TOLD THE SERVICE DEPARTMENT WHAT HAPPENED. I DROVE STRAIGHT THERE...FURIOUS. THE SERVICE GUY TOOK DOWN THE INFORMATION I RELAYED ABOUT THE INCIDENT. I TOLD HIM I HAD READ RECENTLY THAT THEIR 9 SPEED TRANSMISSION HAD KNOWN ISSUES AND HE SAID HE DIDN'T KNOW ANYTHING ABOUT THAT. I TOLD HIM NOT TO EVEN TELL ME I AM THE FIRST TO REPORT THIS PROBLEM AND HE SAID "MAYBE NOT IN THE WHOLE COUNTRY BUT I DON'T THINK WE'VE HAD THIS PROBLEM HERE" AND I TOLD HIM NOT TO SPEAK DOWN TO ME BECAUSE IT HAS BEEN WRITTEN ABOUT ALREADY AS A KNOWN ISSUE. HE ALREADY HAD THE COURTESY CAR WAITING FOR ME AND HE IMMEDIATELY WALKED ME OUT THE DOOR TO THE CAR. I WAS THERE LESS THAN 5 MINUTES. I KNOW HE DID NOT WANT ME SPEAKING TO ANYBODY IN THE SERVICE WAITING ROOM AS I COULD SEE PEOPLE SITTING THERE WAITING FOR THEIR OWN REPAIRS. THIS IS AN ISSUE THAT WILL END UP KILLING SOMEBODY. *TR

u) (2014 Jeep Cherokee 2/13/2014) DRIVING ON THE HIGHWAY AT 65MPH WHEN THE GAS PEDAL BECAME UNRESPONSIVE. THERE WAS STILL ELECTRICAL POWER TO THE CAR BUT I COULD NOT ACCELERATE. THIS HAS HAPPENED A TOTAL OF 4 TIMES ON THE HIGHWAY TWICE BEFORE THE TRANSMISSION WAS REPLACED AND TWICE AFTER. ALL TIMES I MADE IT SAFELY TO THE SHOULDER AND COULD NOT GET THE JEEP IN PARK. I SHUT THE JEEP DOWN AND STARTED IT AGAIN, IT FIXED THE ISSUE. I WAS ABLE TO GET THE JEEP OFF OF THE HIGHWAY AND TO THE DEALERSHIP. *TR

v) (2014 Jeep Cherokee 1/23/2014) 2014 JEEP CHEROKEE. CONSUMER WRITES IN REGARDS TO TRANSMISSION PROBLEMS. *SMD VERY SHORTLY AFTER THE VEHICLE WAS PURCHASED, THE CONSUMER NOTICED SPOTS ON THE DRIVEWAY, WHICH THEN PROGRESSED INTO A

1 HORRIBLE WHINING AND GRINDING NOISE. THE VEHICLE
2 STARTED TO SHIFT ERRATICALLY AND THE CONSUMER
3 DID NOT FEEL SHE HAD CONTROL OF THE VEHICLE. THE
4 CONSUMER MADE AN APPOINTMENT WITH THE DEALER,
5 AND AFTER HAVING THE VEHICLE FOR A DAY, SHE WAS
6 INFORMED THE ENTIRE TRANSMISSION NEEDED TO BE
7 REPLACED. THE DEALER EXPLAINED TO THE CONSUMER,
8 THAT PART OF THE TRANSMISSION WAS POROUS, WHICH
9 EXPLAINED THE STAINS ON THE DRIVEWAY IN MULTIPLE
10 SPOTS. THE TRANSMISSION WAS REPLACED UNDER
11 WARRANTY. *JB

12 **2015 CHRYSLER 200**

13 a) (2015 Chrysler 200 5/26/2015) TL* THE CONTACT OWNS A
14 2015 CHRYSLER 200. THE CONTACT STATED THAT THE
15 TRANSMISSION FAILED TWICE. THE SERVICE
TRANSMISSION LIGHT ILLUMINATED AND THE VEHICLE
STALLED. THE FAILURE PREVENTED THE VEHICLE FROM
SHIFTING INTO GEAR. THE VEHICLE WAS TOWED TO THE
DEALER AND IT WAS DETERMINED THAT THE TRANS
AXLE NEEDED TO BE REPLACED. THE VEHICLE WAS
REPAIRED, BUT THE FAILURE STILL OCCURRED. THE
CONTACT STATED THAT THE TRANSMISSION NEEDED TO
BE REPLACED AND THAT THE TRANSMISSIONS WERE ON
BACK ORDER BECAUSE THIS WAS A KNOWN ISSUE. THE
VEHICLE HAD NOT BEEN REPAIRED. THE VIN WAS NOT
AVAILABLE. THE FAILURE MILEAGE WAS UNKNOWN.

16 b) (2015 Chrysler 200 5/10/2015) RECEIVED A RECALL NOTICE
17 ABOUT AN ISSUE WITH THE TRANSAKLE PARK ROD LATE
18 APRIL 2015. TOOK IT TO THE DEALER WHERE WE
19 PURCHASED THE VEHICLE. WHERE INFORMED THAT THE
RECALL REPAIRS COULD NOT BE PERFORMED UNTIL
20 AFTER MAY 1, 2015 NEEDED A SPECIFIC TOOL THAT HAD
21 BEEN ORDERED. THEY DID INSPECT THE VEHICLE AND
SAID THAT IT WAS SAFE, MAKE AN APPOINTMENT FOR
22 AFTER MAY 1ST. ON MAY 7, 2015 MY WIFE WAS DRIVING
23 ON THE HIGHWAY AT APPROXIMATELY 70 MPH WHEN
SHE SAID THE DASH WARNING LIGHTS STARTED GOING
24 OFF AND WARNING BELLS STARTED GOING OFF. THE
WARNING SAID "SERVICE TRANSMISSION" THEN WOULD
FLASH TO "SHIFT TO PARK AND ENGAGE PARKING
25 BRAKE". THE TRANSMISSION SEEMED TO HAVE SHIFTED
INTO NEUTRAL. THE CAR WAS RUNNING BUT DID NOT
26 HAVE ANY FORWARD MOMENTUM. THIS MESSAGE
CONTINUED OVER AND OVER. SHE HAD TO GO OVER 3
27 LANES OF TRAFFIC BEFORE SHE COULD GET TO THE SIDE
OFF THE ROAD TO A SAFE SPOT. SHE IMMEDIATELY PUT
ON THE HAZARD LIGHTS WHEN THIS HAPPENED BUT
28 HAD TO DODGE TRAFFIC. ONCE SHE WAS STOPPED THE
SHIFTER DIAL WAS STILL LIT UP THAT IT WAS IN DRIVE,
SHE MOVED IT TO PARK BUT STILL WAS LIT UP THAT IT
WAS IN DRIVE. SHE PUT ON THE PARKING BRAKE AND

1 TURNED THE CAR OFF. SHE WAITED A FEW MINUTES AND
2 STARTED THE CAR AGAIN. THE SHIFTER DIAL NOW
3 SHOWED TO BE IN PARK, SHE TRIED TO SHIFT TO ALL
4 THE OTHER GEARS, THE CAR WOULD NOT MOVE AND
5 THE DIAL STILL SHOWED IT WAS IN PARK. CAR WAS
6 TOWED TO THE DEALERSHIP WHERE IT WAS PURCHASED.
7 2 DAYS LATER INFORMED THAT TRANSMISSION WILL NEED
8 TO BE REPLACED. VEHICLE CURRENTLY AT DEALERSHIP
9 FOR REPAIR/RECALL , IT WILL TAKE APPROXIMATELY A
10 WEEK TO COMPLETE. DISAPPOINTED AND VERY
11 CONCERNED FOR MY WIFE'S SAFETY .

12

13 c) (2015 Chrysler 200 4/21/2015) THE CAR LUNGED WHEN IT
14 UPSHIFTED INTO 2ND AND 5TH GEAR. IT ALSO LUNGED
15 WHEN DOWNSHIFTING, ALMOST CAUSING ME TO RAM
16 INTO THE BACK OF ANOTHER CAR. BOTH ARE WORSE
17 WHEN THE CAR IS COLD. I TOOK IT INTO A DEALER. THEY
18 TOLD ME THEY UPDATED THE SOFTWARE. THE
19 TRANSMISSION WAS MAYBE A LITTLE DIFFERENT, BUT
20 NOT MUCH. I AM SO TIRED OF MY NECK BOUNCING
21 AROUND WHILE UPSHIFTING AND AFRAID OF AN
22 ACCIDENT WHILE DOWNSHIFTING. I TOOK THE CAR INTO
23 A DIFFERENT DEALER LAST MONTH AND HE SAID ALL
24 THE SOFTWARE WAS UP TO DATE AND THERE WAS
25 NOTHING HE COULD DO. HE SAID I SHOULD HAVE TO DEAL
26 WITH CHRYSLER.

27 d) (2015 Chrysler 200 4/18/2015) ON SUNDAY, APRIL 12TH AT
28 5:30AM, I WAS DRIVING SOUTHBOUND ON I-94 AT 65MPH
WHEN ALL OF A SUDDEN I LOST ALL POWER TO MY
TRANSMISSION. MY GAS PEDAL WAS USELESS & I HAD
TO COAST OFF THE EXPRESSWAY TO THE SHOULDER (I
WAS IN THE FAR LEFT LANE & THE SHOULDER THERE IS
TOO NARROW). IF THIS HAD BEEN AT A DIFFERENT TIME,
I WOULD HAVE NO DOUBT BEEN KILLED (AS WELL AS
OTHERS I'M SURE), FOR I WOULDN'T HAVE HAD THE
ROOM OR MOMENTUM TO COAST ONTO THE SHOULDER
& WOULD HAVE BEEN STRUCK FROM BEHIND. CHRYSLER
WANTS THE CAR FIXED & NOT EVEN THE DEALER
KNOWS EXACTLY WHAT IS WRONG, CITING IT AS A
'SHOTGUN FIX'. AND, I'M ON AN EXPRESSWAY (OR TWO
OR THREE) EVERYDAY. THIS CAR IS A DANGER & IT WILL
NO DOUBT DO THIS AGAIN.

29 e) (2015 Chrysler 200 3/17/2015) 1ST TIME: ON HIGHWAY AT
55MPH GOT AND ERROR ON DASH: SERVICE
TRANSMISSION THEN PERFORMANCE SHIFTING NOT
AVAILABLE 2ND TIME: AFTER JUST 4-5 MINUTES OF
DRIVING THE CAR HAD SAME ERRORS AS ABOVE. AT THE
NEXT LIGHT, PRESSED GAS AND THERE WAS NO
REVVING OF ENGINE (RPM'S DID NOT MOVE). PUT IT INTO
PARK AND IT SAID CAR IS NOT IN PARK, USE
EMERGENCY BRAKE TO PREVENT MOVEMENT." PUT
BRAKE ON, THEN INTO D, THEN BRAKE OFF AND CAR
WENT VERY SLOWLY AS IT WAS STUCK IN 4TH GEAR.

1 WENT ONTO HIGHWAY AND STILL STUCK IN 4TH FOR A
2 FEW MILES (REVVING AT 4,000 RPMS AT ABOUT 60MPH).
3 SUDDENLY THE ENGINE BEGAN REVVING ITSELF UP TO
4 5.5K WITHOUT MY FOOT ON THE PEDAL, BUT THERE WAS
5 NO ACCELERATION (LIKE CAR WAS NOT IN A GEAR). I
6 PRESSED ACCELERATOR AND NOTHING HAPPENED, IT
7 STAYED AT ABOUT 5.5K. I PUT CAR INTO N AND THE
8 RPMs DROPPED TO ABOUT 1.5K, BUT CAR STILL NOT IN A
9 GEAR SO IT WAS LOSING SPEED SO I MOVED TO
10 BREAKDOWN LANE. PUT IT BACK INTO D AND IT AGAIN
11 REVVED TO 5.5K, BUT STILL NO GEAR AND LOST SPEED.
12 3RD TIME: I WOULD TURN TO D AND IT WOULD TAKE
13 ABOUT 3-5 SECONDS BEFORE IT CLUNKED INTO GEAR.
14 CAR THEN SHUDDERED A BIT AS I PULLED OUT AND
15 THEN IT GAVE THE SAME ERRORS AS BEFORE: SERVICE
TRANSMISSION THEN PERFORMANCE SHIFTING NOT
AVAILABLE ON THE DASH. IT ALSO GOT STUCK IN 4TH
GEAR AGAIN SO I COULD NOT ACCELERATE PROPERLY.
IT ALSO REVVED THE ENGINE RANDOMLY. IN FACT, I
ALMOST SMASHED INTO MY GARAGE BECAUSE AS I WAS
SLOWLY TURNING INTO MY GARAGE THE CAR
SUDDENLY SURGED FORWARD (IMAGINE IN A MANUAL
CAR, REVVING THE ENGINE AND THEN RAPIDLY LETTING
OUT ON THE CLUTCH) AND I HAD TO SLAM ON THE
BRAKES TO PREVENT IT FROM GOING INTO THE SIDE OF
MY HOUSE. IF THERE WERE PEOPLE WALKING IN FRONT
OF THE CAR AT A CROSSWALK, THEY WOULD HAVE
BEEN HIT. THIS IS NOT ACCEPTABLE AND NOT SAFE. JUST
AS MUCH I COULD EASILY GET INTO AN ACCIDENT WITH
ANOTHER CAR, THE WAY THIS CAR IS BEHAVING.

16 f) (2015 Chrysler 200 3/13/2015) AFTER ONLY OWNING MY
17 VEHICLE FOR LESS THAN 72 HOURS, AND DRIVING
18 ABOUT 380 MILES, MY TRANSMISSION APPEARS TO HAVE
19 HAD A COMPLETE FAILURE. I NOTICED IT
20 DOWNSHIFTING VERY HARD AT A STOP LIGHT, THEN
21 AGAIN A MILE OR SO DOWN THE ROAD. BY THE TIME I
22 GOT TO ANOTHER STOP LIGHT, MY CAR DOWNSHIFTED
23 SO VIOLENTLY IT SLAMMED ME INTO MY SEAT BELT
24 AND SCARED ME BADLY. IT FELT AS IF THE CAR HAD
25 SHIFTED IN PARK WHILE IT WAS STILL ROLLING
26 FORWARD AT ABOUT 10 MILES AN HOUR. WHEN I
27 ATTEMPTED TO ACCELERATE AWAY FORM THE LIGHT,
28 THE CAR WOULD NOT UP SHIFT, SO I HAD TO LIMP IT
INTO THE NEXT PARKING LOT AT 4K RPMs AT ABOUT 7
MPH. WHEN I PULLED INTO THE PARKING SPACE, THE
VEHICLE WOULD NOT SHIFT INTO PARK. AFTER SEVERAL
ATTEMPTS, THE CAR FINALLY SHIFTED OUT OF DRIVE
INTO REVERSE, AND AFTER SEVERAL MORE ATTEMPTS,
IT FINALLY SHIFTED INTO PARK ALLOWING ME TO TURN
OFF THE ENGINE. WHILE I WAS NOT REALLY INJURED
BEHIND A SLIGHT SORENESS FROM THE SEAT BELT, HAD
I BEEN TRAVELLING AT HIGHWAY SPEEDS WHEN THE
VEHICLE DOWNSHIFTED INTO PARK, THERE WOULD
HAVE BEEN A SERIOUS ACCIDENT.

1 g) (2015 Chrysler 200 3/12/2015) I WAS ON A SLIGHT HILL
2 (APPROX 10-15 DEGREES) STOPPED THE CAR AND PUT IT
3 INTO PARK, PRESSED THE ENGINE START BUTTON TO
4 SHUT OFF THE ENGINE AND OPENED THE DOOR TO EXIT.
5 AS I LIFTED MY WEIGHT OUT OF THE CAR, IT BEGAN TO
6 ROLL BACKWARDS, MY FOOT SLIPPED UNDER THE CAR
7 BUT I WAS ABLE TO HIT THE BREAKS WITH MY OTHER
8 FOOT. THINKING IT WAS SOMETHING I DID WRONG, I
9 PULLED THE CAR BACK UP AND REPEATED THE SAME
10 STEPS AND IT DID THE SAME THING AGAIN (THIS TIME
11 WITH OUT MY FOOT). I TWAS THEN THINKING, THIS IS A
12 BRAND NEW 31K+ CAR - IT CANT BE DOING THIS SO I
13 REPEATED A THIRD TIME AND IT HAPPENED AGAIN. I
14 CALLED MY DEALER WHO INSTRUCTED ME TO SET THE
15 EMERGENCY BRAKE ON PARK SELECTION ON MY RADIO
16 AND TO BRING THE CAR IN IMMEDIATELY! ITS NOW IN
17 THE DEALERS SHOP AS THEY ARE GETTING THE HEM
18 AND HAW FROM CHRYSLER ON WHAT TO DO. I WANT
19 THIS FIXED ASAP AS I AM LUCKY THE CAR DID NOT RUN
OVER ME AND CRASH INTO THE CARS BEHIND ME

20 h) (2015 Chrysler 200 2/24/2015) WHEN DECELERATING GOING
21 DOWN A SLIGHT INCLINE MY FOOT WAS OFF THE GAS
22 PEDAL. AS I APPLIED THE BRAKE PEDAL THE CAR
23 SHIFTED BUT HAD ACCELERATED AS THOUGH I HAD
24 PUSHED ON THE GAS PEDAL. I HAD TO FORCEFULLY
25 APPLY THE BRAKES EVEN HARDER TO KEEP FROM
26 HITTING THE CAR IN FROM OF ME. I HAVE NOTICED THIS
27 ON OTHER OCCASIONS AS WELL BUT THIS TIME WAS
28 DIFFERENT AS THERE WAS SOMEONE IN FRONT OF ME. IT
IS AS THOUGH WHEN THE CAR SHIFTS FROM 7TH TO 5TH
AND ALSO FROM 5TH TO 3RD THE CAR LUNGES
FORWARDS. I HAVE ALSO NOTICES THE CAR WILL PULL
ITSELF UP A HILL WITHOUT APPLYING THE GAS PEDAL
WHEN APPROACHING A STOP SIGN AT THE TOP OF THE
HILL. I AM CONCERNED I MAY INADVERTENTLY REAR
END ANOTHER VEHICLE WITH THIS ISSUE.

20 i) (2015 Chrysler 200 12/22/2014) DROVE VEHICLE 25 MILES
21 FROM HOME, PARKED FOR 2 1/2 HOURS, STARTED
22 VEHICLE SHIFTED IT IN REVERSE, THE SERVICE
23 TRANSMISSION NOTIFICATION CAME ON THE DRIVER
24 DISPLAY, BACKED THE VEHICLE OUT OF THE PARKING
25 SPOT AND SHIFTED THE VEHICLE INTO DRIVE THE GEAR
26 INDICATOR SAID THE VEHICLE WAS IN 4TH GEAR AS I
27 DROVE THE CAR FORWARD THE TRANSMISSION
28 REMAINED IN 4TH GEAR WITHOUT SHIFTING, I DROVE
THE CAR ABOUT 1 MILE LIKE THIS. I PARKED THE CAR IN
A SAFE PLACE, SHUT IT OFF, CALLED CHRYSLER
ROADSIDE ASSISTANCE, RESTARTED VEHICLE, PUT IN
GEAR, ALL WAS NORMAL, DROVE 4 MILES,
TRANSMISSION STUCK IN 8TH GEAR, PULLED OVER
TURNED OFF CAR, RESTARTED AFTER 5 MINUTES, DROVE
VEHICLE REMAINING DISTANCE HOME. NEXT DAY
DROVE VEHICLE TO MODESTO, CA DEALERSHIP WITHOUT

1 PROBLEM, DEALER HAD CAR FOR 7 DAYS, THEY SAID
 2 THEY REPLACED TRANSMISSION CONTROL MODULE AND
 3 UPDATED SOFTWARE. PICK UP VEHICLE DROVE IT,
 4 NOTICING THAT SHIFTING FELT DIFFERENT THAN
 5 BEFORE THE PROBLEM, NOT AS SMOOTH. ON DECEMBER
 6 18, 2014 WHILE DRIVING VEHICLE, THE SERVICE
 7 TRANSMISSION ADVISORY CAME ON AGAIN AND THE
 VEHICLE WAS STUCK IN 2ND GEAR, STOPPED VEHICLE AS
 BEFORE, RESTARTED AND WAS ABLE TO DRIVE BACK TO
 DEALERSHIP, WHERE THE VEHICLE IS NOW. THE SERVICE
 MANAGER ADVISES ME THAT THEY ARE WORKING WITH
 CHRYSLER ENGINEERS, BUT ARE NOT HAVING MUCH
 SUCCESS WITH AN ANSWER TO THE PROBLEM.

- 8 j) (2015 Chrysler 200 12/9/2014) VEHICLE ACCELERATES 2 TO 3
 9 MPH WHEN TRANSMISSION DOWNSHIFTS FROM 8TH
 10 GEAR TO 7TH AND FROM 5TH GEAR TO 4TH MAKING IT
 11 DIFFICULT TO JUDGE STOPPING DISTANCES AND MAKING
 12 TURNS. THIS HAPPENS WHEN FOOT IS OFF THE
 ACCELERATOR.
- 13 k) (2015 Chrysler 200 11/03/2014) TL* THE CONTACT OWNS A
 14 2015 CHRYSLER 200. THE CONTACT STATED THAT WHILE
 15 DRIVING AT APPROXIMATELY 30 MPH, THE GEAR SHAFT
 16 INDEPENDENTLY SHIFTED AND CAUSED THE VEHICLE TO
 17 JERK AND STOP. THE VEHICLE WAS TOWED TO A DEALER
 WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION
 MODULE NEEDED TO BE UPDATED. THE VEHICLE WAS
 REPAIRED BUT THE FAILURE REURRED. IN ADDITION,
 THE CONTACT MENTIONED THAT THE VEHICLE STALLED.
 THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER
 WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE
 FAILURE MILEAGE WAS 5,900.
- 18 l) (2015 Chrysler 200 9/05/2014) TL* THE CONTACT OWNS A
 19 2015 CHRYSLER 200. THE CONTACT STATED THAT THE
 20 VEHICLE ERRONEOUSLY SHIFTED TO NEUTRAL. THE
 21 VEHICLE WAS RESTARTED TO REGAIN NORMAL
 22 FUNCTION. THE FAILURE OCCURRED ON SEVERAL
 23 OCCASIONS. THE VEHICLE WAS TOWED TO THE DEALER
 BUT THE FAILURE WAS UNABLE TO BE DUPLICATED. THE
 VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS
 MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE
 WAS 1,900.
- 24 m) (2015 Chrysler 200 9/04/2014) AFTER HAVING AN ISSUE WITH
 25 THE VEHICLE STARTING AND RECEIVING A JUMPSTART, I
 26 WAS BRINGING THE CAR TO THE DEALERSHIP TO BE
 27 REPAIRED. THE VEHICLES ENGINE SUDDENLY STOPPED
 28 WHILST I WAS ON A CROWDED ROAD DURING RUSH
 HOUR. I HAD NO ABILITY TO ACCELERATE, NOR ENOUGH
 MOTION TO GET TO PARKING LOT. I WAS FORCED TO
 STOP IN A RIGHT HAND TURN LANE. I WAS INSTRUCTED
 TO PUT THE VEHICLE IN PARK, AND RESTART. AT THIS
 TIME THE VEHICLE DID NOT RESTART AND I CALLED MY

1 INSURANCE COMPANY TO REQUEST A TOW, AND POLICE
 2 ASSISTANCE TO INCREASE THE VISIBILITY OF MY
 3 VEHICLE AND TO KEEP TRAFFIC AWAY TO PREVENT AN
 4 ACCIDENT. AT THIS TIME, THE DEALERSHIP HAS STATED
 5 THAT THERE WERE NO ERROR CODES SHOWING, AND
 6 THAT THE DAY FOLLOWING THIS INCIDENT THE CAR
 7 STARTED FINE. I AM CONCERNED THAT SINCE THIS IS A
 8 VEHICLE THAT IS A FRESH REDESIGN THAT NOT ALL OF
 9 THE MAJOR ISSUES WERE CAUGHT BEFORE DEPLOYING
 10 THE VEHICLE ON THE ROAD. I DO NOT FEEL SAFE
 11 DRIVING THIS VEHICLE WITHOUT AN EXPLANATION FOR
 12 WHAT HAPPENED, AND HOW IT WAS FIXED. *TR

8 2015 JEEP RENEGADE

- 9 a) (2015 Jeep Renegade 6/30/2015) I WAS ON THE HIGHWAY
 10 WHEN SUDDENLY MY BRAND NEW CAR STALLED AND
 11 WOULD NOT SHIFT BACK INTO GEAR. THE CAR BECAME
 12 IMMOBILIZED AND HAD TO GET TOWED BACK TO THE
 13 DEALERSHIP. THEY REPLACED THE FUEL VALVE AND
 14 DID NOT TEST FOR TRANSMISSION OR ELECTRICAL
 15 ISSUES. TWO DAYS LATER THE SAME THING HAPPENED
 16 ON THE HIGHWAY. I TOOK IT TO A DIFFERENT
 17 DEALERSHIP AND THEY DID NOT KNOW WHAT WAS
 18 WRONG WITH IT, SO THEY UPDATED THE SOFTWARE IN
 19 THE CAR BECAUSE TWO UPDATES WERE AVAILABLE. I
 20 GOT THE CAR BACK AND IT BROKE DOWN FOR A THIRD
 21 TIME, AGAIN AFTER ONLY 2 DAYS. THE CAR IS
 22 CURRENTLY IN THE SHOP AND CHRYSLER IS RELUCTANT
 23 TO BUYBACK THE VEHICLE. NOBODY CAN FIGURE OUT
 24 WHAT IS WRONG.
- 25 b) (2015 Jeep Renegade 5/25/2015) HESITATION SHIFTING
 26 BETWEEN MULTIPLE GEARS. LUNGED FORWARD
 27 WITHOUT WARNING AT A COMPLETE STOP. MADE
 28 MANUFACTURER AWARE OF ISSUE.

20. Also, complaints posted by consumers in internet forums

21 demonstrate that the defect is widespread and dangerous and that it manifests
 22 without warning. The complaints also indicate Defendant's awareness of the
 23 problems with the transmission and how potentially dangerous the defect is for
 24 consumers. The following are some safety complaints relating to ZF 9HP
 25 Automatic Transmission Defects (spelling and grammar mistakes remain as
 26 found in the original) (Edmunds.com (July 7, 2015), <http://www.edmunds.com/>;
 27 Cars.com (July 7, 2015), <http://cars.com/>; and CarComplaints.com (July 7,
 28 2015), <http://www.carcomplaints.com/>):

Edmunds.com 2014 Jeep Cherokee &2015 Jeep Cherokee - Consumer Reviews:

a) (2014 Jeep Cherokee) Posted by **murphy25p** on 06/18/2015: Be aware that car manufacturers pay some reviewers to raise the overall rating of vehicles. I had transmission problems from day one, a new transmission that still had problems at 16k miles after two software updates, engine lights requiring replacement of an air shuttle. All in all, the first 24k miles, a year of owning the vehicle, I was without it for over two weeks. What you're looking for in a new vehicle? Me neither. The transmission defects on this vehicle are well documented and in other reviews as well as mine. Believe them. There are many more reliable vehicles than this one, I'll never buy another Jeep product it's the worst vehicle I've ever owned.

b) (2014 Jeep Cherokee) Posted by **hachleda** on 6/1/2015: Owned the car a year and has been to the dealership 5 times for shifting problems. Do not buy this car until Chrysler has fixed the shifting problems. My car will not down shift properly and wants to stay in 3rd gear. If you slow down and try to speed up, you cannot because you are in too high of a gear and have to stomp on the gas for it to go. I have been in almost 3 accidents because of this.

c) (2014 Jeep Cherokee) Posted by **vlowe945** on 8/18/2014: bought w/ 2 miles on it, 2nd day wouldn't start, been in the shop 6 times & towed once, transmission malfunctioned the ck engine brake & esc light came on then rolled forward down the driveway in reverse, it said service transmission & needed computer updates. when started it idles high then acts like its gonna die & smooth's out, taking off from stop it shimmy's from side to side. on the interstate with cruise @ 70 mph rpms are 2200 but plus or minus 1 mile the rpms drop to 1850, I resorted to video recording every time I got in it as evidence of trouble, have a active case with Jeep but if there is a issue and it doesn't throw a code its not fixable! but I did get a 6/60k free maint.

d) (2015 Jeep Cherokee) Posted by **ehaba** on 6/12/2015: Few months from having vehicle, transmission started leaking. Sent to shop, came back and transmission light was back and vehicle was totally un-drivable. Towed back to shop. 30 days later I got vehicle back and things started working again but not for long. 10 days passed and vehicle was shut-down and started making load noise. Towed back to shop for another transmission issue. this time, it got replaced. That also aside from side airbag recall. I'm filling Lemon case. Other issues i've experienced, when trying to slow down, vehicle keeps going or even speeds. This is a big safety issue. Thank god, I give enough time to slow down. Doesn't have 3000 on it. yet have all those problems.

e) (2015 Jeep Cherokee) Posted by **strman** on 5/14/2015: Firstly, I have the V6 model Trailhawk. It was a great car for the first 11000 miles but then one day I received an R01 recall notice for a software reprogramming. Don't do it. This reprogramming disables second gear because they know there is a serious design flaw with the transmission. The recall reprogramming limits the down shifting

1 of the tranny so you end up with a car that is always in the wrong
 2 gear and a herky jerky pig to drive. I once rated this car with 5 stars
 3 but feel compelled to warn the public now because so far Chrysler
 appears to be unwilling and very uncaring to restore this vehicle to
 what I paid for.

4 f) (2015 Jeep Cherokee) Posted by **aryann** on 12/22/2014: DO NOT
 5 BUY THIS CAR. There are transmission problems starting at 1k
 6 miles on my 2015 Jeep Cherokee Limited. The car is well built and
 7 looks great from exterior and interior. But the mechanics are a
 8 failure. My jeep stated hard shifting at 1k miles. I even had a time
 9 when I couldn't move the vehicle. I have been to the dealer several
 times and they haven't been able to solve my issue. Seems that I am
 not the only one with this issue if you search over the internet for
 "hard-shifting" issues with Cherokees you will understand. I am
 very disappointed that I have to take my new car to the dealer every
 couple of weeks where I get no solution to the problem.

10 **Cars.com 2015 Jeep Cherokee - Consumer Reviews:**

11 a) Posted by Lost in Maine from Maine | June 6, 2015: Bought new
 12 2015. Made it to 1300 miles and shifting issues arose. Hauled to
 13 local dealer by Jeep. Told the transmission needs to be replaced.
 14 After several days, transmission is replaced and is returned as
 15 repaired. Notice vibration and call Jeep. Told the axles need to be
 replaced. Also told said axles are not available until September
 sometime. Transmission is beginning to exhibit same issues as was
 first reported. It's only been 200 miles to start having problems
 again. Totally disgusted with the whole situation with this vehicle.

16
 17 **CarComplaints.com 2015 Chrysler 200 & 2015 Jeep Renegade –**
 18 **Owner Comments:**

19 a) (2015 Chrysler 200) Posted by Rudy M., Odessa, FL, USA on
 20 5/2/2015: I purchased my car new in September 2014 and I'd like to
 21 start by saying that I had no problems with my car until I took it in
 22 for the Recall software flash on 05/02/2015. Four days after the
 23 software update, the check engine light came on. I took the car back
 24 to the dealership on 05/07/2015. I'm advised that the transmission
 25 needs to be replaced. I'm not happy since the car is only 7 months
 26 old at the time but I have the work completed. I got the car back and
 27 drove the car for the next few days and everything was great. On the
 28 fourth day, I start to feel the car hesitate as I'm in stop and go traffic.
 It also, lunges forward as I'm trying to bring the car to a stop. At one
 point the car hesitated as I was crossing a busy intersection almost
 causing a car to hit me. I took the car back to the dealership on
 05/15/2015. I was advised that they replaced some parts and that the
 car was road tested and was ready for pick up. As I was driving back
 to work, the car started to do the same things. I called the service
 tech and she asked me to bring the car back in to take a test drive. I
 take the car in and take a test drive with a transmission specialist.
 He advised me at the end of the test drive that "The jerky drive is
 normal for this car". I can assure you that if the car drove this way

1 on my test drive, I would have never purchased the 2015 Chrysler
 2 200s. I was directed to the service manager. He advised that he
 3 would talk to the district manager and see what he would be able to
 4 do. I was hoping for some good news, It was not. They offered me a
 5 lifetime warranty on the vehicle. Although this is a very nice offer,
 6 it doesn't fix the current issues that I'm having with the car. I'd like
 7 the car to be fixed or if it can't be fixed, I feel that Chrysler should
 8 do the right thing and replace the car.
 9

10 b) (2015 Chrysler 200) Posted by Ambria F., Houston, Texas , USA on
 11 4/15/2015: This car is a total nightmare!!! I absolutely do not feel
 12 safe driving this vehicle. After already getting the transmission
 13 replaced, I'm STILL having transmission issues that seem really
 14 dangerous! I put the car into drive today and nothing happened. I
 15 returned the gear back to park. I then put the gear back into
 16 drive.....nothing. So I press the gas just to see what would
 17 happen since it was in drive and wasn't moving.
 18finally the car makes a loud noise and darts out
 19 going about 20 mph. Scary and embarrassing. I hate I ever stumbled
 20 across this car! The car is only nice looking on the outside,
 21 possessed and unpredictable on the inside!! (the transmission is
 22 garbage) Someone is going to get hurt or killed in this vehicle!
 23 c) (2015 Jeep Renegade) Posted by lnwolfs, Coeur D'Alene, ID, USA
 24 on 4/08/2015: The problems haunting Jeep on their 9-speed
 25 automatic transmission have been inherited by the 2015 Jeep
 26 Renegade. I have owned this car now for 5 days and, on three
 27 separate occasions, I have experienced a sudden burst of
 28 acceleration while trying to come to a stop and also when letting the
 vehicle roll slowly forward (as in traffic at a stop light). It is quite
 disconcerting and I am very afraid what will happen if it does this
 while I am on slick roads. I can see this transmission has been a
 major issue in Cherokees and I am wondering why Jeep is still
 putting them in their cars. Is this why the release of the Renegade
 took so long?

19 61. The Transmission Defect poses an unreasonable safety risk for Class
 20 Members and other drivers and pedestrians. A vehicle's responsiveness to driver
 21 input, such as acceleration and deceleration, and the ability of a vehicle's
 22 transmission to perform properly are critical to a vehicle's safe operation. A
 23 defect that causes one or more of these negative characteristics poses a safety
 24 hazard to the general public and increases the risk of automobile accidents.

25 **FCA Has Exclusive Knowledge of the Transmission Defect**

26 62. FCA had superior and exclusive knowledge of the transmission
 27 defect and knew or should have known that the defect was not known or
 28 reasonably discoverable by Plaintiffs and Class Members before they purchased

1 or leased the Class Vehicles.

2 63. Plaintiffs are informed and believe, and based thereon allege, that
3 before Plaintiffs purchased their Class Vehicles, and since at least October 2013,
4 FCA knew about the Transmission Defect through sources not available to
5 consumers, including the following: pre-release testing data; early consumer
6 complaints about the Transmission Defect to Defendant's dealers who are its
7 agents for vehicle repairs; warranty claim data related to the defect; aggregate
8 data from FCA's dealers and reports to FCA's Service Technical Assistance
9 Resource ("STAR") Center, its engineer/technical team; consumer complaints to
10 the NHTSA and resulting notice from NHTSA; early consumer complaints on
11 websites and internet forums; dealership repair orders; testing conducted in
12 response to owner or lessee complaints; technical service bulletins ("TSBs")
13 applicable to the Class Vehicles; and other internal sources of aggregate
14 information about the problem.

15 64. Further, even prior to bringing the Class Vehicles to market, FCA at
16 least twice delayed their release in order to address problems with the ZF 9H
17 Automatic Transmission for symptoms substantially similar, if not identical, to
18 the Transmission Defect.

19 65. As a result of the Transmission Defect, FCA has issued several
20 Technical Service Bulletins ("TSBs"), as well as three transmission software
21 updates, to its dealers in the United States, acknowledging defects in the ZF 9HP
22 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
23 around November 14, 2013, to its dealers, covering the 2014 Jeep Cherokee, and
24 informed them of the procedure to be followed in the event customers "indicate
25 that their transmission shift quality does not meet their expectations" and poor
26 shift quality is identified during "New Vehicle Preparation 'Road Test'."
27 Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013, to
28 its dealers, covering the 2014 Jeep Cherokee, and informed them that "ON

SOME JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
EXPERIENCING INCONSISTENT AND/OR HARSH1-2 or 2-3 UPSHIFTS."

66. Additionally, FCA’s TSB #21-018-14 from or around May 15, 2014, which supersedes the December 2013 TSB (#SB-21-014-13) previously mentioned, addressed customer complaints regarding the 2014 Jeep Cherokee transmission’s poor shifting and included a “five-minute software reset” and, in some cases, a 78-minute “adaptive drive learn” test performed by the service technician to ensure appropriate shifting.³¹ A Chrysler spokesperson told Automotive News that the software update was in response to “customer feedback” and “to improve satisfaction.”³² Despite issuing three successive Technical Service Bulletins and two software updates within the first six months of production, FCA CEO Sergio Marchionne assured consumers in May 2014 that “he was not concerned about the quality of the nine-speed automatic transmission” and further promised that “[i]t will get better six months from now, trust me.”³³

67. However, consumer complaints persisted and FCA's promises again fell short when it issued TSB #81-016-1053 on or around October 1, 2014, covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing dealers that the "TRANSMISSION MAY NOT ALLOW THE TRANSAKLE TO SHIFT GEAR DUE TO TRANSMISSION CONTROL MODULE SOFTWARE." In February 2015, FCA issued TSB #21-008-15, covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers "INFORMATION REGARDING AN ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS LESS THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL ILLUMINATE AND"

³¹ See Automotive News, *Jeep 9-speed needs a reset again* (May 26, 2015), <http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again> (last visited July 8, 2015).

32 *Id.*
33 *Id.*

1 REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH SNAP
2 RING AND TRANSMISSION.” Additionally, in or around February 2015,
3 FCA released its third transmission software update for vehicles equipped with
4 the ZF 9HP Automatic Transmission in response to consumer complaints
5 reporting conditions such as “sudden lunges from unexpected downshifts, a lack
6 of kickdown upon entering highways, front-axle vibration in low gears, and
7 complete failures in which the transmission shifts into neutral while driving and
8 lights up the dash with warning lights.”³⁴ FCA issued TSB #21-015-15 on or
9 around March 4, 2015, relating to above-mentioned software update.

10 68. The alleged Transmission Defect was inherent in each FCA vehicle
11 equipped with the ZF 9HP Automatic Transmission and was present in each
12 FCA vehicle equipped with the ZF 9HP Automatic Transmission at the time of
13 sale.

14 69. The existence of the Transmission Defect is a material fact that a
15 reasonable consumer would consider when deciding whether to purchase or lease
16 an FCA vehicle that was equipped with the ZF 9HP Automatic Transmission.
17 Had Plaintiffs and other Class Members known that the Class Vehicles were
18 equipped with defective transmissions, they would not have purchased or leased
19 the Class Vehicles equipped with the ZF 9HP Automatic Transmissions or would
20 have paid less for them.

21 70. Reasonable consumers, like Plaintiffs, reasonably expect that a
22 vehicle’s transmission is safe, will function in a manner that will not pose a
23 safety hazard, and is free from defects. Plaintiffs and Class Members further
24 reasonably expect that FCA will not sell or lease vehicles with known safety
25 defects, such as the Transmission Defect, and will disclose any such defects to its

26 ³⁴ See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount,*

27 *Chrysler Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015,
28 1:55PM), <http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/> (last visited July 8, 2015).

1 consumers when it learns of them. They did not expect FCA to fail to disclose
2 the Transmission Defect to them and to continually deny the defect.

3 **FCA Has Actively Concealed the Transmission Defect**

4 71. While FCA has been fully aware of the Transmission Defect in the
5 Class Vehicles, it actively concealed the existence and nature of the defect from
6 Plaintiffs and Class Members at the time of purchase, lease, repair, and
7 thereafter. Specifically, FCA failed to disclose or actively concealed at and after
8 the time of purchase, lease, or repair:

- 9 (a) any and all known material defects or material nonconformity
10 of the Class Vehicles, including the defects relating to the ZF
11 9HP Automatic Transmission;
- 12 (b) that the Class Vehicles, including their ZF 9HP Automatic
13 Transmissions, were not in good working order, were
14 defective, and were not fit for their intended purposes; and
- 15 (c) that the Class Vehicles and their ZF 9HP Automatic
16 Transmissions were defective, despite the fact that FCA
17 learned of such defects through alarming failure rates,
18 customer complaints, and other internal sources, as early as
19 November 2013.

20 72. In fact, ever before releasing the Class Vehicles on the market, FCA
21 knew about the Transmission Defect and delayed the vehicle's release because of
22 it. Nevertheless, FCA never disclosed the Transmission Defect to Class
23 Members.

24 73. As a result of the Transmission Defect, FCA was inundated with
25 complaints regarding the ZF 9HP Automatic Transmission. As mentioned
26 above, FCA issued several Technical Service Bulletins ("TSBs") and
27 transmission software updates to its dealers in the United States, acknowledging
28 defects in the ZF 9HP Automatic Transmission. FCA has issued several

1 Technical Service Bulletins (“TSBs”), as well as three transmission software
 2 updates, to its dealers in the United States, acknowledging defects in the 9HP
 3 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
 4 around November 14, 2013 to its dealers, covering the 2014 Jeep Cherokee, and
 5 informed them of the procedure to be followed in the event customers “indicate
 6 that their transmission shift quality does not meet their expectations” and poor
 7 shift quality is identified during “New Vehicle Preparation ‘Road Test’.”
 8 Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013 to its
 9 dealers, covering the 2014 Jeep Cherokee, and informed them that “ON SOME
 10 JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
 11 EXPERIENCING INCONSISTENT AND/OR HARSH 1-2 or 2-3 UPSHIFTS.”

12 74. However, on information and belief, consumers continued to
 13 experience problems with their vehicles despite the purported fix, including, but
 14 not limited to: rough, delayed, or sudden shifting or failure to shift; grinding or
 15 other loud noises during shifting; harsh engagement of gears; sudden or harsh
 16 accelerations/decelerations; sudden loss of power; premature transmission wear;
 17 and transmission failure.

18 75. Additionally, and as noted above, FCA’s TSB from or around May
 19 15, 2014, which supersedes the December 2013 TSB (#SB-21-014-13)
 20 previously mentioned, addressed customer complaints regarding the
 21 transmission’s poor shifting and included a “five-minute software reset” and, in
 22 some cases, a 78-minute “adaptive drive learn” test performed by the service
 23 technician to ensure appropriate shifting.³⁵ A Chrysler spokesperson told
 24 Automotive News that the software update was in response to “customer
 25 feedback” and “to improve satisfaction.”³⁶ Despite issuing three successive
 26

27 ³⁵ See *Automotive News*, *Jeep 9-speed needs a reset again* (May 26,
 28 2015), <http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again> (last visited July 8, 2015).

29 ³⁶ *Id.*

1 Technical Service Bulletins and two software updates within the first six months
2 of production, Sergio Marchionne, CEO of Fiat Chrysler Automobiles, told
3 consumers in May 2014 that “he was not concerned about the quality of the nine-
4 speed automatic transmission.”

5 76. Yet, consumer complaints persisted and FCA’s promises again fell
6 short when it issued TSB #81-016-1053 on or around October 1, 2014, covering
7 the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing dealers that the
8 “TRANSMISSION MAY NOT ALLOW THE TRANSAXLE TO SHIFT GEAR
9 DUE TO TRANSMISSION CONTROL MODULE SOFTWARE.” In February
10 2015, FCA issued TSB #21-008-15, covering the 2014-2015 Jeep Cherokees and
11 2015 Chrysler 200, providing to dealers “INFORMATION REGARDING AN
12 ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS LESS
13 THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL
14 ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-
15 CLUTCH SNAP RING AND TRANSMISSION.” Additionally, in or around
16 February 2015, CarandDriver.com reported that FCA had released its third
17 transmission software update for vehicles equipped with the ZF 9HP Automatic
18 Transmission in response to consumer complaints reporting conditions such as
19 “sudden lunges from unexpected downshifts, a lack of kickdown upon entering
20 highways, front-axle vibration in low gears, and complete failures in which the
21 transmission shifts into neutral while driving and lights up the dash with warning
22 lights.” On information and belief, consumers continued to experience problems
23 with their vehicles despite the fix, including, but not limited to: rough, delayed,
24 or sudden shifting or failure to shift; grinding or other loud noises during
25 shifting; harsh engagement of gears; sudden or harsh accelerations/decelerations;
26 sudden loss of power; premature transmission wear; and transmission failure.

27 77. On information and belief, the software upgrades outlined by the
28 various TSBs issued by FCA were ineffective at addressing the Transmission

1 Defect.

2 78. When consumers present the Class Vehicles to authorized FCA
 3 dealers for repair of the transmission, rather than repair the problem under
 4 warranty, FCA dealers either inform consumers that their vehicles are
 5 functioning properly, or “as designed,” or conduct repairs or software updates
 6 that merely mask the defect.

7 79. To this day, FCA still has not notified Plaintiffs and Class Members
 8 that the Class Vehicles suffer from a systemic defect that causes the transmission
 9 to malfunction.

10 CLASS ACTION ALLEGATIONS

11 80. Plaintiffs bring this lawsuit as a class action on behalf of themselves
 12 and all others similarly situated as members of the proposed Plaintiff Classes
 13 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and/or 23(b)(3).
 14 This action satisfies the numerosity, commonality, typicality, adequacy,
 15 predominance, and superiority requirements of those provisions.

16 81. The Class and Sub-Class are defined as:

17 **Class:** All individuals residing in the State of
 18 California who purchased or leased any FCA vehicle
 equipped with a ZF 9HP Automatic Transmission.

19 **CLRA Sub-Class:** All members of the Class who are
 20 “consumers” within the meaning of California Civil
 Code § 1761(d).

21 **Implied Warranty Sub-Class:** All members of the
 22 Class who purchased or leased their vehicles in the
 State of California.

23 82. Excluded from the Class and Sub-Class are: (1) Defendant, any
 24 entity or division in which Defendant has a controlling interest, and their legal
 25 representatives, officers, directors, assigns, and successors; (2) the Judge to
 26 whom this case is assigned and the Judge’s staff; (3) any Judge sitting in the
 27 presiding state and/or federal court system who may hear an appeal of any
 28

1 judgment entered; and (4) those persons who have suffered personal injuries as a
2 result of the facts alleged herein. Plaintiffs reserve the right to amend the Class
3 and Sub-Class definitions if discovery and further investigation reveal that the
4 Class and Sub-Class should be expanded or otherwise modified.

5 83. There is a well-defined community of interest in the litigation and
6 each subclass is readily ascertainable.

7 84. Numerosity: Although the exact number of prospective class
8 members is uncertain and can only be ascertained through appropriate discovery,
9 the number is great enough such that joinder is impracticable. The disposition of
10 prospective class members' claims in a single action will provide substantial
11 benefits to all parties and to the Court. The prospective class members are
12 readily identifiable from information and records in Defendant's possession,
13 custody, or control, as well as from records kept by the departments of motor
14 vehicles of the various states.

15 85. Typicality: The claims of the representative Plaintiffs are typical of
16 the claims of the all prospective class members in that the representative
17 Plaintiffs and the prospective class members purchased and leased a Class
18 Vehicle designed, manufactured, and distributed by FCA and equipped with a
19 defective ZF 9HP Automatic Transmission. The representative Plaintiffs, like all
20 prospective class members, have been damaged by Defendant's misconduct in
21 that they have incurred or will incur the cost of repairing or replacing the
22 defective transmission. Furthermore, the factual bases of FCA's misconduct are
23 common to all prospective class members and represent a common thread
24 resulting in injury to all prospective class members.

25 86. Commonality: There are numerous questions of law and fact
26 common to Plaintiffs and the prospective class members that predominate over
27 any question affecting individual prospective class members. These common
28 legal and factual issues include the following:

- 1 (a) Whether Class Vehicles contain defects relating to the ZF
2 9HP Automatic Transmission;
- 3 (b) Whether the defects relating to the ZF 9HP Automatic
4 Transmission constitute an unreasonable safety risk;
- 5 (c) Whether Defendant knew about the defects relating to the ZF
6 9HP Automatic Transmission and, if so, how long Defendant
7 has known of the defect;
- 8 (d) Whether the defective nature of the ZF 9HP Automatic
9 Transmission constitutes a material fact;
- 10 (e) Whether Defendant has a duty to disclose the defective nature
11 of the ZF 9HP Automatic Transmission to Plaintiffs and
12 prospective class members;
- 13 (f) Whether Plaintiffs and the prospective class members are
14 entitled to equitable relief, including, but not limited to, a
15 preliminary and/or permanent injunction;
- 16 (g) Whether Defendant knew or reasonably should have known of
17 the defects relating to the ZF 9HP Automatic Transmission
18 before selling and leasing Class Vehicles to prospective class
19 members;
- 20 (h) Whether Defendant should be declared financially responsible
21 for notifying all prospective class members of the problems
22 with the Class Vehicles and for the costs and expenses of
23 repairing and replacing the defective ZF 9HP Automatic
24 Transmission;
- 25 (i) Whether Defendant is obligated to inform prospective class
26 members of their right to seek reimbursement for having paid
27 to diagnose, repair, or replace the defective ZF 9HP
28 Automatic Transmission; and

(j) Whether Defendant breached the implied warranty of merchantability pursuant to the Song-Beverly Act.

87. Adequate Representation: Plaintiffs will fairly and adequately protect prospective class members' interests. Plaintiffs have retained attorneys experienced in prosecuting class actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this action vigorously.

88. Predominance and Superiority: Plaintiff and the Class Members have all suffered and will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

89. In the alternative, the Class may be certified because:

(a) The prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class Members, which would establish incompatible standards of conduct for Defendant:

(b) the prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to

them that would, as a practical matter, be dispositive of the interests of other Class Members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

(c) Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

FIRST CAUSE OF ACTION

**(Violation of California's Consumer Legal Remedies Act,
California Civil Code § 1750, *et seq.*)**

90. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

91. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the CLRA Sub-Class.

92. Defendant FCA US LLC is a “person” as defined by California Civil Code § 1761(c).

93. Plaintiffs and CLRA Sub-class Members are “consumers” within the meaning of California Civil Code § 1761(d) because they purchased their Class Vehicles primarily for personal, family, or household use.

94. By failing to disclose and concealing the defective nature of the transmissions from Plaintiffs and prospective Class Members, Defendant violated California Civil Code § 1770(a), as they represented that the Class Vehicles and their transmissions had characteristics and benefits that they do not have and represented that the Class Vehicles and their transmissions were of a particular standard, quality, or grade when they were of another. *See* Cal. Civ. Code §§ 1770(a)(5) & (7).

95. Defendant's unfair and deceptive acts or practices occurred

1 repeatedly in Defendant's trade or business, were capable of deceiving a
2 substantial portion of the purchasing public, and imposed a serious safety risk on
3 the public.

4 96. Defendant knew that the Class Vehicles and their transmissions
5 suffered from an inherent defect, were defectively designed or manufactured, and
6 were not suitable for their intended use.

7 97. As a result of their reliance on Defendant's omissions, owners
8 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
9 property, and/or value of their Class Vehicles. Additionally, as a result of the
10 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
11 actual damages in that the Class Vehicles' transmission components are
12 substantially certain to fail before their expected useful life has run.

13 98. Defendant was under a duty to Plaintiffs and Class Members to
14 disclose the defective nature of the transmissions and/or the associated repair
15 costs because:

- 16 (a) Defendant was in a superior position to know the true state of
17 facts about the safety defect in the Class Vehicles'
18 transmissions;
- 19 (b) Plaintiffs and Class Members could not reasonably have been
20 expected to learn or discover that their transmissions had a
21 dangerous safety defect until it manifested; and
- 22 (c) Defendant knew that Plaintiffs and Class Members could not
23 reasonably have been expected to learn of or discover the
24 safety defect.

25 99. In failing to disclose the defective nature of the transmissions,
26 Defendant knowingly and intentionally concealed material facts and breached its
27 duty not to do so.

28 100. The facts about the Transmission Defect that the Defendant

1 concealed from, or failed to disclose to, Plaintiffs and Class Members are
2 material in that a reasonable consumer would have considered them to be
3 important in deciding whether to purchase or lease the Class Vehicles or pay
4 less. Had Plaintiffs and Class Members known that the Class Vehicles'
5 transmissions were defective, they would not have purchased or leased the Class
6 Vehicles or would have paid less for them.

7 101. Plaintiffs and Class Members are reasonable consumers who do not
8 expect the transmissions installed in their vehicles to exhibit problems such as:
9 rough, delayed, or sudden shifting or failure to shift; grinding or other loud
10 noises during shifting; harsh engagement of gears; sudden or harsh
11 accelerations/decelerations; sudden loss of power; premature transmission wear;
12 and eventually, transmission failure. This is the reasonable and objective
13 consumer expectation relating to vehicle transmissions.

14 102. As a result of Defendant's conduct, Plaintiffs and Class Members
15 were harmed and suffered actual damages in that, on information and belief, the
16 Class Vehicles experienced and may continue to experience problems such as:
17 rough, delayed, or sudden shifting or failure to shift; grinding or other loud
18 noises during shifting; harsh engagement of gears; sudden or harsh
19 accelerations/decelerations; sudden loss of power; premature transmission wear;
20 and eventually, transmission failure.

21 103. As a direct and proximate result of Defendant's unfair or deceptive
22 acts or practices, Plaintiffs and Class Members suffered and will continue to
23 suffer actual damages.

24 104. Plaintiffs and the Class are entitled to equitable relief.

25 105. Plaintiffs provided Defendant with notice of its violations of the
26 CLRA pursuant to California Civil Code § 1782(a). Defendant failed to provide
27 appropriate relief for its violations of the CLRA. Thus, Plaintiffs seek monetary,
28 compensatory, and punitive damages, in addition to the injunctive and equitable

1 relief that they sought before.

2 **SECOND CAUSE OF ACTION**

3 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

4 106. Plaintiffs incorporate by reference the allegations contained in the
5 preceding paragraphs of this Complaint.

6 107. Plaintiffs bring this cause of action on behalf of themselves and on
7 behalf of the Class.

8 108. As a result of their reliance on Defendant's omissions, owners
9 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
10 property, and/or value of their Class Vehicles. Additionally, as a result of the
11 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
12 actual damages in that the Class Vehicles' transmission components are
13 substantially certain to fail before their expected useful life has run.

14 109. California Business & Professions Code § 17200 prohibits acts of
15 "unfair competition," including any "unlawful, unfair or fraudulent business act
16 or practice" and "unfair, deceptive, untrue or misleading advertising."

17 110. Plaintiffs and Class Members are reasonable consumers who do not
18 expect their transmissions to exhibit problems such as: rough, delayed, or sudden
19 shifting or failure to shift; grinding or other loud noises during shifting; harsh
20 engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of
21 power; premature transmission wear; and eventually, transmission failure.

22 111. Defendant knew the Class Vehicles and their transmissions suffered
23 from inherent defects, were defectively designed or manufactured, would fail
24 prematurely, and were not suitable for their intended use.

25 112. In failing to disclose the defects with the transmission, Defendant
26 has knowingly and intentionally concealed material facts and breached their duty
27 not to do so.

28 113. Defendant was under a duty to Plaintiffs and Class Members to

1 disclose the defective nature of the Class Vehicles and their transmissions:

2 (a) Defendant was in a superior position to know the true state of
3 facts about the safety defect in the Class Vehicles'
4 transmissions;

5 (b) Defendant made partial disclosures about the quality of the
6 Class Vehicles without revealing the defective nature of the
7 Class Vehicles and their transmissions; and

8 (c) Defendant actively concealed the defective nature of the Class
9 Vehicles and their transmissions from Plaintiffs and the Class.

10 114. The facts regarding the Transmission Defect that the Defendant
11 concealed from, or failed to disclose to, Plaintiffs and Class Members are
12 material in that a reasonable person would have considered them to be important
13 in deciding whether to purchase or lease Class Vehicles. Had Plaintiffs and
14 other Class Members known that the Class Vehicles' ZF 9HP Automatic
15 Transmissions were defective and posed a safety hazard, then Plaintiffs and the
16 other Class Members would not have purchased or leased Class Vehicles
17 equipped with ZF 9HP Automatic Transmissions, or would have paid less for
18 them.

19 115. Defendant continues to conceal the defective nature of the Class
20 Vehicles and their transmissions even after Class Members began to report
21 problems. Indeed, Defendant continues to cover up and conceal the true nature
22 of the problem.

23 116. Defendant's conduct was and is likely to deceive consumers.

24 117. Defendant's acts, conduct and practices were unlawful, in that they
25 constituted:

26 (a) Violations of the California Consumer Legal Remedies Act;
27 (b) Violations of the Song-Beverly Consumer Warranty Act; and
28 (c) Violations of the express warranty provisions of California

Commercial Code section 2313.

118. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

119. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

120. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiffs and the Class have suffered and will continue to suffer actual damages.

121. Defendant has been unjustly enriched and should be required to make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of the Business & Professions Code.

THIRD CAUSE OF ACTION

**(Breach of Implied Warranty Pursuant to Song-Beverly
Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

122. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

123. Plaintiffs bring this cause of action against Defendant on behalf of themselves and on behalf of the members of the Implied Warranty Sub-Class.

124. At all relevant times, Defendant was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

125. Defendant provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles and their transmissions suffered from an inherent defect at the time of sale and

1 thereafter are not fit for their particular purpose of providing safe and reliable
2 transportation.

3 126. Defendant impliedly warranted that the Class Vehicles were of
4 merchantable quality and fit for such use. This implied warranty included,
5 among other things: (i) a warranty that the Class Vehicles and their
6 transmissions that were manufactured, supplied, distributed, and/or sold by FCA
7 were safe and reliable for providing transportation; and (ii) a warranty that the
8 Class Vehicles and their transmissions would be fit for their intended use while
9 the Class Vehicles were being operated.

10 127. Contrary to the applicable implied warranties, the Class Vehicles
11 and their transmissions at the time of sale and thereafter were not fit for their
12 ordinary and intended purpose of providing Plaintiffs and Class Members with
13 reliable, durable, and safe transportation. Instead, the Class Vehicles are
14 defective, including, but not limited to, the defective design and manufacture of
15 their transmissions.

16 128. As a result of Defendant's breach of the applicable implied
17 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
18 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
19 result of the Transmission Defect, Plaintiffs and Class Members were harmed
20 and suffered actual damages in that the Class Vehicles' transmission components
21 are substantially certain to fail before their expected useful life has run.

22 129. Defendant's actions, as complained of herein, breached the implied
23 warranty that the Class Vehicles were of merchantable quality and fit for such
24 use in violation of California Civil Code §§ 1792 and 1791.1.

25 **FOURTH CAUSE OF ACTION**

26 **(Breach of Warranty under the Magnuson-Moss Warranty Act,
27 15 U.S.C. § 2303 *et seq.*)**

28 130. Plaintiffs incorporate by reference the allegations contained in the

1 preceding paragraphs of this Complaint.

2 131. Plaintiffs bring this cause of action on behalf of themselves and on
3 behalf of the Class.

4 132. The Class Vehicles are a “consumer product” within the meaning of
5 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

6 133. Plaintiffs and Class Members are “consumers” within the meaning
7 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

8 134. Defendant FCA US LLC is a “supplier” and “warrantor” within the
9 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

10 135. Defendant’s express warranty is a “written warranty” within the
11 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).

12 136. FCA provided all purchasers and lessees of the Class Vehicles with
13 a New Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In
14 this Basic Limited Warranty, FCA expressly warranted that it would “**cover[] . . .**
15 **all parts and labor needed to repair any item on [the] vehicle** when it left the
16 manufacturing plant that is defective in material, workmanship or factory
17 preparation.” FCA promised to cover “any item on [the] vehicle” with the
18 exception of tires and unwired headphones under its Basic Limited Warranty, for
19 “36 months from the date it begins or for 36,000 miles on the odometer,
20 whichever occurs first.”

21 137. Furthermore, under the Powertrain Limited Warranty, FCA
22 expressly warranted that it would “**cover[] . . . the costs of all parts and labor**
23 **needed to repair a powertrain component** listed in [the] section . . . below that
24 is defective.” FCA promised to cover listed powertrain components under its
25 Powertrain Limited Warranty, including the transmission and transmission
26 control module “for up to 5 years or 100,000 miles on the odometer, whichever
27 occurs first.”

28 138. On information and belief, Defendant breached the express warranty

1 by purporting to repair the transmission and its component parts by replacing the
2 defective or damaged transmission components with the same defective
3 components and/or instituting temporary fixes, on information and belief, to
4 ensure that the Transmission Defect manifests outside of the Class Vehicles'
5 express warranty period.

6 139. Furthermore, Defendant impliedly warranted that the Class Vehicles
7 were of merchantable quality and fit for such use. This implied warranty
8 included, among other things: (i) a warranty that the Class Vehicles and their
9 transmissions that were manufactured, supplied, distributed, and/or sold by FCA
10 were safe and reliable for providing transportation; and (ii) a warranty that the
11 Class Vehicles and their transmissions would be fit for their intended use while
12 the Class Vehicles were being operated.

13 140. Contrary to the applicable implied warranties, the Class Vehicles
14 and their transmissions at the time of sale and thereafter were not fit for their
15 ordinary and intended purpose of providing Plaintiffs and Class Members with
16 reliable, durable, and safe transportation. Instead, the Class Vehicles are
17 defective, including, but not limited to, the defective design of their
18 transmissions.

19 141. Defendant's breach of express and implied warranties has deprived
20 Plaintiffs and Class Members of the benefit of their bargain.

21 142. The amount in controversy of Plaintiffs' individual claims meets or
22 exceeds the sum or value of \$25,000. In addition, the amount in controversy
23 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
24 computed on the basis of all claims to be determined in this suit.

25 143. Defendant has been afforded a reasonable opportunity to cure its
26 breach, including when Plaintiffs and Class Members brought their vehicles in
27 for diagnoses and repair of the transmission.

28 144. As a direct and proximate cause of Defendant's breach of express

1 and implied warranties, Plaintiffs and Class Members sustained damages and
2 other losses in an amount to be determined at trial. Defendant's conduct
3 damaged Plaintiffs and Class Members, who are entitled to recover actual
4 damages, consequential damages, specific performance, diminution in value,
5 costs, attorneys' fees, and/or other relief as appropriate.

6 145. Additionally, FCA breached the express warranty by performing
7 illusory repairs. Rather than repairing the vehicles pursuant to the express
8 warranty, FCA falsely informed class members that there was no problem with
9 their vehicles, performed ineffective software updates, or replaced defective
10 components in the ZF 9HP Automatic Transmissions with equally defective
11 components, without actually repairing the vehicles.

12 146. As a result of Defendant's violations of the Magnuson-Moss
13 Warranty Act as alleged herein, Plaintiffs and Class Members have incurred
14 damages.

15 **FIFTH CAUSE OF ACTION**

16 **(For Breach of Express Warranty Under Cal. Comm. Code § 2313)**

17 147. Plaintiffs incorporate by reference the allegations contained in the
18 preceding paragraphs of this Complaint.

19 148. Plaintiffs bring this cause of action on behalf of themselves and on
20 behalf of the Class.

21 149. As a result of Defendant's breach of the applicable express
22 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
23 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
24 result of the Transmission Defect, Plaintiffs and Class Members were harmed
25 and suffered actual damages in that the Class Vehicles' transmissions are
26 substantially certain to fail before their expected useful life has run.

27 150. Defendant provided all purchasers and lessees of the Class Vehicles
28 with the express warranty described herein, which became a material part of the

1 bargain. Accordingly, Defendant's express warranty is an express warranty
2 under California law.

3 151. Defendant manufactured and/or installed the transmission and its
4 component parts in the Class Vehicles, and the transmission and its component
5 parts are covered by the express warranty.

6 152. FCA provided all purchasers and lessees of the Class Vehicles with
7 a New Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In
8 this Basic Limited Warranty, FCA expressly warranted that it would "**cover[] . . .**
9 **all parts and labor needed to repair any item on [the] vehicle** when it left the
10 manufacturing plant that is defective in material, workmanship or factory
11 preparation." FCA promised to cover "any item on [the] vehicle" with the
12 exception of tires and unwired headphones under its Basic Limited Warranty, for
13 "36 months from the date it begins or for 36,000 miles on the odometer,
14 whichever occurs first."

15 153. Furthermore, under the Powertrain Limited Warranty, FCA
16 expressly warranted that it would "**cover[] . . . the costs of all parts and labor**
17 **needed to repair a powertrain component** listed in [the] section . . . below that
18 is defective." FCA promised to cover listed powertrain components under its
19 Powertrain Limited Warranty, including the transmission and transmission
20 control module , "for up to 5 years or 100,000 miles on the odometer, whichever
21 occurs first."

22 154. On information and belief, Defendant breached the express warranty
23 by purporting to repair the transmission and its component parts by replacing the
24 defective or damaged transmission components with the same defective
25 components and/or instituting temporary fixes, on information and belief, to
26 ensure that the Transmission Defect manifests outside of the Class Vehicles'
27 express warranty period.

28 155. Plaintiffs were not required to notify FCA of the breach and/or were

1 not required to do so because affording FCA a reasonable opportunity to cure its
2 breach of written warranty would have been futile. Defendant was also on notice
3 of the defect from the complaints and service requests it received from Class
4 Members, from repairs and/or replacements of the transmission or a component
5 thereof, and through other internal sources.

6 156. As a direct and proximate cause of Defendant's breach, Plaintiffs
7 and Class Members suffered, and continue to suffer, damages, including
8 economic damages at the point of sale or lease. Additionally, Plaintiffs and
9 Class Members either have incurred or will incur economic damages at the point
10 of repair in the form of the cost of repair.

11 157. Additionally, FCA breached the express warranty by performing
12 illusory repairs. Rather than repairing the vehicles pursuant to the express
13 warranty, FCA falsely informed class members that there was no problem with
14 their vehicle, performed ineffective software flashes, or replaced defective
15 components in the ZF 9HP Automatic Transmissions with equally defective
16 components, without actually repairing the vehicles.

17 158. Plaintiffs and Class Members are entitled to legal and equitable
18 relief against Defendant, including actual damages, consequential damages,
19 specific performance, attorneys' fees, costs of suit, and other relief as
20 appropriate.

21 **RELIEF REQUESTED**

22 159. Plaintiffs, on behalf of themselves and all others similarly situated,
23 requests the Court to enter judgment against Defendant, as follows:

24 (a) An order certifying the proposed Class and Sub-Classes,
25 designating Plaintiffs as named representatives of the Class,
26 and designating the undersigned as Class Counsel;

27 (b) A declaration that Defendant are financially responsible for
28 notifying all Class Members about the defective nature of the

1 ZF 9HP Automatic Transmission, including the need for
2 periodic maintenance;

3 (c) An order enjoining Defendant from further deceptive
4 distribution, sales, and lease practices with respect to Class
5 Vehicles; compelling Defendant to issue a recall for the Class
6 Vehicles pursuant to the applicable NHTSA guidelines;
7 compelling Defendant to remove, repair, and/or replace the
8 Class Vehicles' ZF 9HP Automatic Transmissions with
9 suitable alternative product(s) that do not contain the defects
10 alleged herein; enjoining Defendant from selling the Class
11 Vehicles with the misleading information; and/or compelling
12 Defendant to reform its warranty, in a manner deemed to be
13 appropriate by the Court, to cover the injury alleged and to
14 notify all Class Members that such warranty has been
15 reformed;

16 (d) A declaration requiring Defendant to comply with the various
17 provisions of the Song-Beverly Act alleged herein and to
18 make all the required disclosures;

19 (e) An award to Plaintiffs and the Class for compensatory,
20 exemplary, and statutory damages, including interest, in an
21 amount to be proven at trial; Any and all remedies provided
22 pursuant to the Song-Beverly Act, including California Civil
23 Code section 1794;

24 (f) A declaration that Defendant must disgorge, for the benefit of
25 the Class, all or part of the ill-gotten profits it received from
26 the sale or lease of its Class Vehicles, or make full restitution
27 to Plaintiffs and Class Members;

28 (g) An award of attorneys' fees and costs, as allowed by law;

- 1 (h) An award of attorneys' fees and costs pursuant to California
- 2 Code of Civil Procedure § 1021.5;
- 3 (i) An award of pre-judgment and post-judgment interest, as
- 4 provided by law;
- 5 (j) Leave to amend the Complaint to conform to the evidence
- 6 produced at trial; and
- 7 (k) Such other relief as may be appropriate under the
- 8 circumstances.

9 **DEMAND FOR JURY TRIAL**

10 160. Plaintiffs demand a trial by jury of any and all issues in this action
11 so triable.

12 Dated: November 23, 2015

Respectfully submitted,

13 Capstone Law APC

14
15 By: /s/ Jordan L. Lurie
16 Jordan L. Lurie
17 Robert K. Friedl
18 Tarek H. Zohdy
19 Cody R. Padgett

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28 Attorneys for Plaintiffs Dolores Granillo,
Alfred Granillo, and Desiree Nava